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Attorney for Plaintiffs

Appearing in Nevada Jurisdiction Pro Hac Vice

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

**KEISHI MATSUMOTO and EVELYN
MATSUMOTO; MIGUELITO BARRION
and ESNELIA BARRION; ANGELO
LUNA and MERCY LUNA; RAMIL
MANZANO; ROSSLEE RESULTA;
ELIZABETH STAROMANA; MARIA
ZETA TORRES; JOHNY AQUINO and
JULIE AQUINO; NANSHI IGNACIO;
SIMPLICIA TAYLOR; AMALIA
VILORIA and STEPHEN VILORIA;
MYRNA LORENZO; EDNA MORGAN;
CONCEPCION BOTE; FE HORA;
ARSENIA WEST; CHARMELE
PARAGUYA and MARK T. PARAGUYA;
ROMEO ACUNA and ANGELITA
ACUNA; LUZVIMINDA PESIGAN;
ROLANDO CAVERTE; LEONOR DELOS
SANTOS; VIRGINIA PEREZ; REGINA
LACHICA; LYDIA BERNABE and
MANUEL BERNABE; REYNALDO
DELOS ANGELES; MARY LEE
PALERACIO and FELIPE PALERACIO;
RIZAL FELIX; TERESITA TEODORO;
VICTORINO QUIAMSON; CECILIA
DELA CRUZ and HEROHITO DELA
CRUZ; ANUNCIACION YBALLE;
MARVELITA SIMEON; GERARDO
MARIANO and ARACELI MARIANO;**

Case No.:

COMPLAINT FOR:

- 1. Conversion**
- 2. Conspiracy to Commit Conversion**
- 3. Intentional Misrepresentation**
- 4. Fraudulent Concealment**
- 5. Promissory Estoppel**
- 6. Negligent Misrepresentation**
- 7. Breach of the Covenant of Good
Faith and Fair Dealing**
- 8. Unjust Enrichment**

And Demand For Jury Trial

2:12-cv-00855-MMD -CWH

1 DENIS VERNON and FELICISIMA S.)
 2 VERNON; ALMI HERNANDEZ; HAYS)
 3 BRICKELL; JUSTINO DY; ANASTACIO)
 4 PINZON and DELINIA PINZON;)
 5 MICHAEL BARAWID and SHERYL)
 6 BARAWID; DIOSDORO BASCO; MARIA)
 7 FIDELIS SAAVEDRA and ANTONIO)
 8 SAAVEDRA; CRISANTA PASION; FLOR)
 9 DE LYS BARAWID; ISABELO VALDEZ;)
 10 JAIME BARAWID; NESTOR)
 11 FERNANDO and RUBILYN FERNANDO;)
 12 GAYLEN PAIKAI and MARILYN)
 13 PAIKAI; WILLIAM VON ARNSWALDT)
 14 and PATRICIA VON)
 15 ARNSWALDT; JEROME JAVATE; and)
 16 MARIA GUADALUPE JAVATE;)
 17 CARMEN MANGUIN and JOLAN)
 18 MANGUIN; RAUL ESPINOSA and)
 19 ERLINDA ESPINOSA; GUADALUPE)
 20 AGUSTIN and GERARDO AGUSTIN;)
 21 CARLITO BERNABE and CLARA)
 22 BERNABE; COREY SOILEAU and)
 23 DELANO HADARLY; MARINA)
 24 CALOVE; LIWLIWA CABERTO and)
 25 FELICIANO CABERTO; TEOFILO)
 BENEDICTA and VIRGINIA)
 BENEDICTA; CORAZON FAJOTA and)
 PETE FAJOTA; JOSIE LUMANOG;)
 NUNILON MANGUINO; LOURDES)
 MANGUINO; MARLENE MATIAS; All)
 Individuals, on behalf of themselves and)
 others similarly situated, and ROES 63)
 through 5000, inclusive)

Plaintiff,

vs.

MORTGAGE ELECTRONIC SYSTEMS,
 INC. aka MERS, INC.; BANK OF AMERICA;
 WELLS FARGO HOME MORTGAGE, A
 DIVISION OF WELLS FARGO BANK NA;
 JP MORGAN CHASE BANK N.A. FKA WAMU
 FIRST HORIZON HOME LOAN
 CORPORATION; WACHOVIA MORTGAGE;
 CITIMORTGAGE, INC.; U.S. BANK N.A.;

OCWEN LOAN SERVICING, LLC; WELLS)
 1 FARGO BANK, N.A. D/B/A AMERICA'S)
 SERVICING COMPANY; WELLS FARGO)
 2 BANK, N.A.; PNC MORTGAGE; EVERHOME)
 MORTGAGE COMPANY; GMAC MORTGAGE,)
 3 LLC; LITTON LOAN SERVICING LP;)
 JPMORGAN CHASE BANK, N.A. FKA EMC;)
 4 JPMORGAN CHASE BANK FKA WAMU;)
 5 HOMEQ SERVICING; ONEWEST BANK, FSB)
 FIRST NLC FINANCIAL SERVICES, LLC;)
 6 DHI MORTGAGE COMPANY, LTD.;)
 ALLIANCE BANCORP;)
 7 COUNTRYWIDE HOME LOANS, INC;)
 8 WORLD BANK, FSB; UNIVERSAL)
 AMERICAN MORTGAGE COMPANY, LLC ;)
 9 SAXON MORTGAGE SERVICES, INC.;)
 10 GREEN TREE SERVICING LLC;)
 CITIMORTGAGE; PHH MORTGAGE)
 11 CORPORATION; OPTION ONE MORTGAGE)
 CORPORATION; AURORA BANK FSB;)
 12 NEW CENTURY MORTGAGE CORPORATION)
 FIRST MORTGAGE CORPORATION;)
 13 PREMIUM CAPITAL FUNDING LLC;)
 RYLAND MORTGAGE COMPANY;)
 14 FREMONT INVESTMENT & LOAN;)
 15 NATIONAL CITY MORTGAGE CO. DBA)
 ACCUBANC MORTGAGE; LINEAR)
 16 FINANCIAL, DBA PARDEE HOME LOANS;)
 MYLOR FINANCIAL GROUP, INC; MIT)
 17 LENDING; WMC MORTGAGE CORP.;)
 18 COUNTRYWIDE KB HOME LOANS;)
 COUNTRYWIDE HOME LOANS INC.;)
 19 INDYMAC BANK, F.S.B.; MORTGAGEIT, INC.)
 COMUNITY LENDING, INC.; PULTE)
 20 MORTGAGE LLC; STEARN LENDING, INC.;)
 COUNTRYWIDE BANK, N.A.;)
 21 AMERICAN MORTGAGE NETWORK, INC.;)
 22 PEOPLE'S CHOICE HOME LOAN, INC.;)
 ABN AMRO MORTGAGE GROUP, INC;)
 23 BC BANCORP; BONDCORP REALTY)
 SERVICES, INC.; AMERICAN HOME)
 24 MORTGAGE; NATIONAL CITY MORTGAGE)
 CO.; WASHINGTON MUTUAL BANK, FA;)
 25 NEVADA FEDERAL CREDIT UNION;)

1 TRANSNATIONAL FINANCIAL NETWORK,)
 INC.; GREENPOINT MORTGAGE FUNDING,)
 2 INC; MERIDIAS CAPITAL, INC; GMAC)
 MORTGAGE CORPORATION; REPUBLIC)
 3 MORTGAGE LLC; PREFERRED HOME)
 MORTGAGE COMPANY; MANHATTAN)
 4 MORTGAGE CORP; SILVER STATE)
 FINANCIAL SERVICES, DBA SILVER STATE)
 5 MORTGAGE; ARGENT MORTGAGE)
 COMPANY, LLC; FLAG STAR BANK;)
 6 NATIONAL DEFAULT SERVICING CORP.)
 RECONTRUST COMPANY, N.A.;)
 7 CALIFORNIA RECONVEYANCE; FIDELITY)
 NATIONAL TITLE; NATIONAL DEFAULT)
 8 SERVICING CORPORATION; FIVE STAR)
 SERVICE CORPORATION; TRUSTEE CORPS;)
 9 REGIONAL TRUSTEE SERVICES)
 CORPORATION; ALLESI AND KOENIG;)
 10 MERIDIAN FORECLOSURE SERVICE;)
 QUALITY LOAN SERVICE CORP;)
 11 CAL WESTERN RECONVEYANCE COMPANY)
 ROBERT E. WEISS INCORPORATED;)
 12 OLD REPUBLIC DEFAULT MANAGMENT)
 SERVICES; CAL-WESTERN)
 13 RECONVEYANCE COMPANY; GOLDEN)
 WEST SAVINGS ASSOCIATION SERVICE)
 14 CO; ALTERNATIVE LOAN TRUST 2006-OA3;)
 WASHINGTON MUTUAL MORTGAGE PASS-)
 15 THROUGH CERTIFICATES, WMALT SERIES)
 2006-AR3; CHL MORTGAGE PASS-TROUGH)
 16 TRUST 2006-3; CITIGROUP MORTGAGE)
 LOAN TRUST INC., SERIES 2005-HE3; WELLS)
 17 FARGO HOME EQUITY ASSET-BACKED)
 SECURITIES 2006-3 TRUST; WACHOVIA)
 18 BANK COMMERCIAL MORTGAGE TRUST)
 COMMERCIAL MORTGAGE PASS-THROUGH)
 19 CERTIFICATES SERIES 2005-C1; LEHMAN)
 XS TRUST, SERIES 2006-18N; BEAR)
 20 STEARNS ASSET BACKED SECURITIES I)
 TRUST 2007-HE2; FEDERAL HOME LOAN)
 21 MORTGAGE CORPORATION; POPULAR ABS)
 MORTGAGE PASS-THROUGH TRUST 2006-B;)
 22 ALTERNATIVE LOAN TRUST 2006-2CB;)
 SECURITIZED ASSET BACKED)
 23 RECEIVABLES, LLC TRUST 2006-FR1;)
 CITIGROUP MORTGAGE LOAN TRUST 2006-)
 24 WFHE2; WELLS FARGO MORTGAGE)
 BACKED SECURITIES 2008-AR2 TRUST;)
 25 OPTHEUM MORTGAGE ACCEPTANCE)

CORPORATION, ASSET-BACKED PASS-
 1 THROUGH CERTIFICATES, SERIES 2005-4;
 MORTGAGEIT TRUST 2005-1; BANC OF
 2 AMERICA FUNDING 2007-3 TRUST; GSAMP
 TRUST 2005-WMC2; ALTERNATIVE LOAN
 3 TRUST 2006-35CB; WELLS FARGO
 MORTGAGE BACKED SECURITIES 2007-12
 4 TRUST; ALTERNATIVE LOAN TRUST 2006-
 13T1; DEUTSCHE ALT-B SECURITIES
 5 MORTGAGE LOAN TRUST, SERIES 2006-
 AB1; CWABS ASSET-BACKED
 6 CERTIFICATES TRUST 2005-AB4; BANC OF
 AMERICA ALTERNATIVE LOAN TRUST
 7 2005-2; BCAP LLC TRUST 2007-AA1;
 ALTERNATIVE LOAN TRUST 2005-62;
 8 DEUTSCHE ALT-A SECURITIES MORTGAGE
 LOAN TRUST, SERIES 2007-3; ALTERNATIVE
 9 LOAN TRUST 2005-58; WAMU MORTGAGE
 PASS-THROUGH CERTIFICATES, SERIES
 10 2006-AR5; MORGAN STANLEY MORTGAGE
 LOAN TRUST 2007-14AR; BANC OF
 11 AMERICA ALTERNATIVE LOAN TRUST
 2006-6; FEDERAL NATIONAL MORTGAGE
 12 ASSOCIATION; MORGAN STANLEY
 MORTGAGE LOAN TRUST 2006-6AR;
 13 ALTERNATIVE LOAN TRUST 2006-33CB;
 BEAR STEARNS ASSET BACKED
 14 SECURITIES TRUST 2004-HE3;
 DEUTSCHE ALT-A SECURITIES MORTGAGE
 15 LOAN TRUST, SERIES 2007-OA1;
 CHL MORTGAGE PASS-THROUGH TRUST
 16 2007-3; BANC OF AMERICA FUNDING 2007-7
 TRUST; BANC OF AMERICA FUNDING 2007-
 17 1 TRUST; PEOPLE'S FINANCIAL REALTY
 MORTGAGE SECURITIES TRUST, SERIES
 18 2006-1; RFMSI SERIES 2005-S1 TRUST;
 J.P. MORGAN MORTGAGE TRUST 2005-A8;
 19 WELLS FARGO MORTGAGE BACKED
 SECURITIES 2007-7 TRUST; BANC OF
 20 AMERICA COMMERCIAL MORTGAGE
 TRUST 2007-3; GREENPOINT MORTGAGE
 21 FUNDING TRUST SERIES 2007-AR1; BANC
 OF AMERICA COMMERCIAL MORTGAGE
 22 TRUST 2007-1; AMERICAN HOME
 MORTGAGE ASSETS TRUST 2006-2;
 23 GSMPS MORTGAGE LOAN TRUST 2002-1;
 RALI SERIES 2005-QO5 TRUST; ASSET
 24 BACKED SECURITIES CORPORATION HOME
 EQUITY LOAN TRUST, SERIES NC 2006-HE4;
 25 ALTERNATIVE LOAN TRUST 2005-47CB
 CSFB MORTGAGE-BACKED PASS-

THROUGH CERTIFICATES, SERIES 2004-AR6)
 1 WACHOVIA MORTGAGE LOAN TRUST, LLC)
 SERIES 2006-A TRUST; WAMU MORTGAGE)
 2 PASS-THROUGH CERTIFICATES SERIES)
 2005-AR15; ALTERNATIVE LOAN TRUST)
 3 2006-OA11; BEAR STEARNS ALT-A TRUST)
 2006-4; SECURITIZED ASSET BACKED)
 4 RECEIVABLES LLC TRUST 2007-BR4;)
 PARK PLACE SECURITIES, INC., ASSET-)
 5 BACKED PASS-THROUGH CERTIFICATES,)
 SERIES 2005-WCW3; WELLS FARGO)
 6 MORTGAGE BACKED SECURITIES 2006-5)
 TRUST; WELLS FARGO MORTGAGE)
 7 BACKED SECURITIES 2005-5 TRUST; THE)
 BANK OF NEW YORK; LASALLE BANK)
 8 NATIONAL ASSOCIATION; U.S. BANK)
 NATIONAL ASSOCIATION; HSBC BANK USA,)
 9 NATIONAL ASSOCIATION; DEUTSCHE)
 BANK NATIONAL TRUST COMPANY;)
 10 CITIBANK, N.A.; WASHINGTON MUTUAL)
 MORTGAGE SECURITIES CORP.; CITIGROUP)
 11 GLOBAL MARKETS REALTY CORP.;)
 COUNTRYWIDE COMMERCIAL REAL)
 12 ESTATE FINANCE, INC./ARTESIA)
 MORTGAGE CAP. CORP; LEHMAN)
 13 BROTHERS HOLDING, INC.; EMC)
 MORTGAGE CORPORATION; EQUITY ONE,)
 14 INC.; BARCLAYS BANK PLC; OPTEUM)
 FINANCIAL SERVICES, LLC; MORTGAGEIT)
 15 HOLDINGS, INC.; GS MORTGAGE)
 SECURITIES CORP.; DB STRUCTURED)
 16 PRODUCTS, INC.; MORGAN STANLEY)
 MORTGAGE CAPITAL HOLDINGS, LLC;)
 17 MORGAN STANLEY MORTGAGE CAPITAL)
 INC.; PEOPLE'S CHOICE FINANCIAL)
 18 CORPORATION; RESIDENTIAL FUNDING)
 CORPORATION; J.P. MORGAN MORTGAGE)
 19 ACQUISITION CORP.; HYPO REAL ESTATE)
 CAPITAL CORPORATION, EUROHYPO AG,)
 20 NEW YORK BRANCH; CITIGROUP GLOBAL)
 MARKETS REALTY CORP.; COUNTRYWIDE)
 21 COMMERCIAL REAL ESTATE FINANCE,)
 INC./ARTESIA MORTGAGE CAP. CORP.;)
 22 COUNTRYWIDE HOME LOANS, INC.; GS)
 MORTGAGE SECURITIES CORP.; J.P.)
 23 MORGAN MORTGAGE ACQUISITION CORP.;)
 GOLDMAN SACHS MORTGAGE COMPANY;)
 24 DLJ MORTGAGE CAPITAL, INC.;)
 WACHOVIA MORTGAGE LOAN TRUST, LLC)
 25 SERIES 2006-A TRUST; SUTTON FUNDING)
 LLC; AMERIQUEST MORTGAGE COMPANY;)

1 WELLS FARGO ASSET SECURITIES CORP;)
 CWALT, INC.; WAMU ASSET ACCEPTANCE)
 2 CORP; CWMBS, INC; SECITIGROUP)
 MORTGAGE LOAN TRUST INC.; WACHOVIA)
 3 COMMERCIAL MORTGAGE SECURITIES,)
 INC.; STRUCTURED ASSET SECURITIES)
 CORPORATION; BEAR STEARNS ASSET)
 4 BACKED SECURITIES I LLC; POPULAR ABS,)
 INC.; SECURITIZED ASSET BACKED)
 5 RECEIVABLES, LLC; THE DEPOSITORY)
 TRUST COMPANY; MORTGAGEIT)
 6 SECURITIES CORP; BANC OF AMERICA)
 FUNDING CORPORATION; DEUTSCHE ALT-)
 7 A SECURITIES, INC.; BANC OF AMERICA)
 MORTGAGE SECURITIES, INC.; BCAP LLC;)
 8 ACE SECURITIES CORP; MORGAN STANLEY)
 CAPITAL I INC.; BEAR STEARNS ASSET)
 9 BACKED SECURITIES, INC.; PEOPLE'S)
 CHOICE HOME LOAN SECURITIES CORP.;)
 10 RESIDENTIAL FUNDING MORTGAGE)
 SECURITIES I, INC.; J.P. MORGAN)
 11 ACCEPTANCE CORPORATION I; BANC OF)
 AMERICA COMMERCIAL MORTGAGE INC;)
 12 AMERICAN HOME MORTGAGE ASSETS,)
 LLC; STRUCTURED ASSET MORTGAGE)
 13 INVESTMENTS II INC; SECURITIZED ASSET)
 BACKED RECEIVABLES LLC; PARK PLACE)
 14 SECURITIES, INC; STEPHANIE TAUTGES;)
 ANGELA NAVA; DEBORAH BRIGNAC;)
 15 HANK DUONG; OLIVIA A. TODD; CYNTHIA)
 SANTOS; NATE BLACKSTUN; REBECCA)
 16 ARMSTRONG; MARTI NORIEGA; GLORIA)
 JUAREZ; AISHA HUCKELBERRY; NORIKO)
 17 COLSTON; CARLOS QUEZADA; CARLA A)
 KINGSBURY; BETHANY HOOD; TYRONE)
 18 THOROGOOD; DIANA DE AVILA; SANDRA)
 HICKEY; CAROLYN HOLLEMAN; NICHOLE)
 19 CLAVADETSHER; CHAMAGNE WILLIAMS;)
 JESSICA ULARY; PEGGY VERNITSKY;)
 20 ALICIA TURNER; RONALD ALONZO;)
 DEQUINN WARREN; LISA ROGERS; LUIS)
 21 ROLDAN; YVONNE WHEELER; JC SAN)
 PEDRO; RAYMOND MARQUEZ; YOMARI)
 22 QUINTANILLA; OLIVIA TODD; PAUL TRAN;)
 NICHOLE ALFORD; KARIME ARIAS; DANIEL)
 23 SCHMIDT; LAYNE LAMBERT; JUAN)
 CARRILLO; SANDY BROUGHTON; CINDY)
 24 CONSTANTINO; THEODORE SCHULTZ; BILL)
 KOCH; ANGELA NEVA; LEONARD VALSIN;)
 25 JOE KRASOVIC; C. ARCHULETA; MATTHEW)
 F. RYAN; CONNIE L. BRISCOE; LOREN)

LOPEZ; SHAMECA L. HARRISON; RICHARD)
 MICHAEL BOWES; BARBARA J. GIBBS;)
 JAMES D. AGEE, JR.; DIANA ROWLAND;)
 MELISSA BELL; ELISE BERG; MJ PARVIN;)
 S.CARBAJAL; PAUL KIM; M.C. PALOMINO;)
 CARNELA D. LAGARILE; LORI A)
 FONTANEZ; LINDA TASCI; CHRISTOPHER)
 WILLIAMS; R ROBINSON; HELEN RAYBUM;)
 MILVIA L LOPEZ; ALEX MCBRIDE; KAMRA)
 WALKER; JEAN S. YARBOROUGH; ALLISON)
 WALTERS; NAVID PAKTAN; TERRICA)
 CHANE YOUNG; IRIS VILLATORO; JOVIDA)
 ALVAREZ DIAZ; LINDA DEGRANDIS;)
 ZELMA THORPES; AMBER FASH; ELSIE E.)
 KROUSSAKIS; CLAUDIO MARTINEZ; IRENE)
 GUERRERO; SHIRLEY TUITUPOU; RACHEL)
 K. WAGEMA; CHRISTOPHER A. WILLIAMS; J)
 COOK; TONYA R. HAMPTON; MARY J)
 STATHAM; LINDA JO DAVIS; BRENDA)
 MCKINZY; TRINA WITBANK; and DOES 1)
 through 1000, inclusive,)
)
)

Defendant

Now comes Plaintiffs by and through counsel, and each of them, hereby demand a jury trial and allege as follows:

MULTI PLAINTIFF JOINDER COMPLAINT **INTRODUCTION**

1. This lawsuit arises from, among other things: (1) the deception in inducing Plaintiffs to enter into loans and mortgages¹ from approximately 2003 through 2009 and which were acquired or are serviced by Defendants; (ii) the fraudulent and illegal use of MERS in connection with those loans and mortgages; (iii) Defendants' breach of Plaintiffs' statutorily protected rights; (iv) Defendants' breach and willful violation of numerous consumer and homeowner protection statutes, and willful violations of unfair business practices statutes, by, among other things, processing money from unknown sources, in contravention of the Patriot

1 Act; (v) accepting money, transferring alleged assets and foreclosing upon alleged assets in
 2 instances where the alleged assets do not exist, and in which these Defendants have no right,
 3 title, or interest upon which they can act; and (vi) Defendants' continuing conversion and other
 4 tortuous conduct intended to deprive Plaintiffs of their money, property and legal rights and
 5 remedies for the foregoing acts, as described more fully below.

7 JURISDICTION AND VENUE

8 2. This Court has original jurisdiction over the claims in this action based on 28
 9 U.S.C. §§ 1331, 1332, 1343, and 42 U.S.C. § 1983 which confer original jurisdiction on federal
 10 district courts in suits to address the deprivation of rights secured by federal law and matters
 11 between diverse citizens that involve an amount in controversy in excess of \$75,000.00. This
 12 Court also has supplemental jurisdiction over the pendant state law claims because they form a
 13 part of the same case or controversy under Article III of the United States Constitution, pursuant
 14 to 28 U.S.C. § 1367.

15 3. Jurisdiction also arises under 15 U.S.C. 1601 et.seq., 15 U.S.C. 1605, 15 U.S.C.
 16 1635, 15 U.S.C. 1640, Title 12, Regulation Z, Part 226 et.seq., Title 24 C.F.R., Regulation X,
 17 Part 3500. This court also has authority to hear Federal Law and laws of the State of **Hawaii**.

18 4. The-unlawful conduct, illegal practices, and acts complained of and alleged in this
 19 Complaint were all committed in the Federal District of Hawaii and the involved real property
 20 located in the Federal District of Hawaii. Therefore, venue properly lies in this District, pursuant
 21 to 12 U.S.C. § 2614 and 28 U.S.C. § 1391(b).

22 5. Plaintiffs are ignorant of the true identity and capacity of defendants designated as
 23 Does 1-100, but will amend the Complaint when their identities have been ascertained according
 24 to proof at the time of trial. Plaintiffs allege on information and belief, however, that each and
 25

1 every Doe Defendant is in some manner responsible for the acts, and conduct of the other
2 defendants, and were, and are responsible for the injuries, damages, and harm, incurred by
3 Plaintiffs. Plaintiffs further allege on information and belief that each such designated defendant
4 acted, and acts, as the authorized agent, representative, and associate of the other defendants in
5 doing the things alleged herein. >

6 6. Whenever reference is made in this Complaint to any act of any defendant(s), that
7 allegation shall mean that each defendant acted individually and jointly with the other
8 defendants.

9 7. Any allegation about acts of any corporate or other business defendant means that
10 the corporation or other business did the acts alleged through its officers, directors, employees,
11 agents and/or representatives while they were acting within the actual or ostensible scope of their
12 authority.

13 8. At all relevant times, each defendant committed the acts, caused or directed
14 others to commit the acts, or permitted others to commit the acts alleged in this Complaint.
15 Additionally, some or all of the defendants acted as the agent of the other defendants, and all of
16 the defendants acted within the scope of their agency if acting as an agent of the other.

17 9. At all relevant times, each defendant knew or realized that the other defendants
18 were engaging in or planned to engage in the violations of law alleged in this Complaint.
19 Knowing or realizing that the other defendants were engaging in or planning to engage in
20 unlawful conduct, each defendant nevertheless facilitated the commission of those unlawful
21 acts. Each defendant intended to and did encourage, facilitate, or assist in the commission of
22 the unlawful acts, and thereby aided and abetted the other defendants in the unlawful conduct.
23
24

25 **THE PARTIES**

1 10. Plaintiff **KEISHI MATSUMOTO and EVELYN MATSUMOTO** are
2 resident of the State of NEVADA and had a mortgage loan that was originated or serviced by
3 one of the Defendants herein. (This Plaintiff shall be designated as Plaintiff No. 1.).

4 11. Plaintiff **MIGUELITO BARRION and ESNELIA BARRION** is a residents of
5 the State of NEVADA and had a mortgage loan that was originated or serviced by one of the
6 Defendants herein. (This Plaintiff shall be designated as Plaintiff No. 4.).

7 12. Plaintiff **ANGELO LUNA and MERCY LUNA** are resident of the State of
8 NEVADA and had a mortgage loan that was originated or serviced by one of the Defendants
9 herein. (This Plaintiff shall be designated as Plaintiff No

10 13. Plaintiff **RAMIL MANZANO** is a residents of the State of NEVADA and had
11 a mortgage loan that was originated or serviced by one of the Defendants herein. (This Plaintiff
12 shall be designated as Plaintiff No. 3.).

13 14. Plaintiff **KEISHI MATSUMOTO** is a residents of the State of NEVADA and
14 had a mortgage loan that was originated or serviced by one of the Defendants herein. (This
15 Plaintiff shall be designated as Plaintiff No. 4.).

16 15. Plaintiff **ROSSLEE RESULTA** is a resident of the State of NEVADA and had
17 a mortgage loan that was originated or serviced by one of the Defendants herein. (This Plaintiff
18 shall be designated as Plaintiff No. 5.).

19 16. Plaintiff **ELIZABETH STAROMANA** is a residents of the State of NEVADA
20 and had a mortgage loan that was originated or serviced by one of the Defendants herein. (This
21 Plaintiff shall be designated as Plaintiff No. 6.).

22 17. Plaintiff **MARIA ZETA TORRES** is a residents of the State of NEVADA and
23 had a mortgage loan that was originated or serviced by one of the Defendants herein. (This
24 Plaintiff shall be designated as Plaintiff No. 7.).

1 18. Plaintiff **JOHNY AQUINO and JULIE AQUINO** is a resident of the State of
2 NEVADA and had a mortgage loan that was originated or serviced by one of the Defendants
3 herein. (This Plaintiff shall be designated as Plaintiff No. 8.).

4 19. Plaintiff **NANSI IGNACIO** is a residents of the State of NEVADA and had a
5 mortgage loan that was originated or serviced by one of the Defendants herein. (This Plaintiff
6 shall be designated as Plaintiff No. 9.).

7 20. Plaintiff **SIMPLICIA TAYLOR** is a resident of the State of NEVADA and had
8 a mortgage loan that was originated or serviced by one of the Defendants herein. (This Plaintiff
9 shall be designated as Plaintiff No. 10.).

10 21. Plaintiff **AMALIA VILORIA and STEPHEN VILORIA** are resident of the
11 State of NEVADA and had a mortgage loan that was originated or serviced by one of the
12 Defendants herein. (This Plaintiff shall be designated as Plaintiff No. 11.).

13 22. Plaintiff **MYRNA LORENZO** is a resident of the State of NEVADA and had a
14 mortgage loan that was originated or serviced by one of the Defendants herein. (This Plaintiff
15 shall be designated as Plaintiff No. 12.).

16 23. Plaintiff **EDNA MORGAN** is a resident of the State of HAWAII and had a
17 mortgage loan that was originated or serviced by one of the Defendants herein. (This Plaintiff
18 shall be designated as Plaintiff No. 13.).

19 24. Plaintiff **CONCEPCION BOTE** is residents of the State of NEVADA and had
20 a mortgage loan that was originated or serviced by one of the Defendants herein. (This Plaintiff
21 shall be designated as Plaintiff No. 14.).

22 25. Plaintiff **FE HORA** is a residents of the State of NEVADA and had a mortgage
23 loan that was originated or serviced by one of the Defendants herein. (This Plaintiff shall be
24 designated as Plaintiff No. 15.).
25

1 26. Plaintiff **ARSENIA WEST** is a resident of the State of NEVADA and had a
2 mortgage loan that was originated or serviced by one of the Defendants herein. (This Plaintiff
3 shall be designated as Plaintiff No. 16.).

4 27. Plaintiff **CHARMEL PARAGUYA and MARK T. PARAGUYA** are resident
5 of the State of NEVADA and had a mortgage loan that was originated or serviced by one of the
6 Defendants herein. (This Plaintiff shall be designated as Plaintiff No. 17.).

7 28. Plaintiff **ROMEO ACUNA and ANGELITA ACUNA** are resident of the
8 State of NEVADA and had a mortgage loan that was originated or serviced by one of the
9 Defendants herein. (This Plaintiff shall be designated as Plaintiff No. 18.).

10 29. Plaintiff **LUZVIMINDA PESIGAN** is a resident of the State of NEVADA and
11 had a mortgage loan that was originated or serviced by one of the Defendants herein. (This
12 Plaintiff shall be designated as Plaintiff No. 19.).

13 30. Plaintiff **ROLANDO CAVERTE** is a resident of the State of NEVADA and
14 had a mortgage loan that was originated or serviced by one of the Defendants herein. (This
15 Plaintiff shall be designated as Plaintiff No. 20.).

16 31. Plaintiff **LEONOR DELOS SANTOS** is a residents of the State of NEVADA
17 and had a mortgage loan that was originated or serviced by one of the Defendants herein. (This
18 Plaintiff shall be designated as Plaintiff No. 21.).

19 32. Plaintiff **VIRGINIA PEREZ** is a resident of the State of NEVADA and had a
20 mortgage loan that was originated or serviced by one of the Defendants herein. (This Plaintiff
21 shall be designated as Plaintiff No. 22.).

22 33. Plaintiff **REGINA LACHICA** are residents of the State of NEVADA and had a
23 mortgage loan that was originated or serviced by one of the Defendants herein. (This Plaintiff
24 shall be designated as Plaintiff No. 24.).
25

1 34. Plaintiff **LYDIA BERNABE and MANUEL BERNABE** are residents of the
2 State of NEVADA and had a mortgage loan that was originated or serviced by one of the
3 Defendants herein. (This Plaintiff shall be designated as Plaintiff No. 25.).

4 35. Plaintiff **REYNALDO DELOS ANGELES** is a resident of the State of
5 NEVADA and had a mortgage loan that was originated or serviced by one of the Defendants
6 herein. (This Plaintiff shall be designated as Plaintiff No. 26.).

7 36. Plaintiff **PAUL PATRICK and AQUA PATRICK** is a resident of the State of
8 HAWAII and had a mortgage loan that was originated or serviced by one of the Defendants
9 herein. (This Plaintiff shall be designated as Plaintiff No. 27.).

10 37. Plaintiff **MARY LEE PALERACIO and FELIPE PALERACIO** are
11 residents of the State of NEVADA and had a mortgage loan that was originated or serviced by
12 one of the Defendants herein. (This Plaintiff shall be designated as Plaintiff No. 28.).

13 38. Plaintiff **RIZAL FELIX** is a residents of the State of NEVADA and had a
14 mortgage loan that was originated or serviced by one of the Defendants herein. (This Plaintiff
15 shall be designated as Plaintiff No. 29.).

16 39. Plaintiff **TERESITA TEODORO** is a resident of the State of NEVADA and
17 had a mortgage loan that was originated or serviced by one of the Defendants herein. (This
18 Plaintiff shall be designated as Plaintiff No. 30.).

19 40. Plaintiff **VICTORINO QUIAMSON** is a resident of the State of NEVADA
20 and had a mortgage loan that was originated or serviced by one of the Defendants herein. (This
21 Plaintiff shall be designated as Plaintiff No. 31.).

22 41. Plaintiff **CECILIA DELA CRUZ and HEROHITO DELA CRUZ** are
23 resident of the State of NEVADA and had a mortgage loan that was originated or serviced by
24 one of the Defendants herein. (This Plaintiff shall be designated as Plaintiff No. 32.).
25

1 42. Plaintiff **ANUNCIACION YBALLE** is a residents of the State of NEVADA
2 and had a mortgage loan that was originated or serviced by one of the Defendants herein. (This
3 Plaintiff shall be designated as Plaintiff No. 33.).

4 43. Plaintiff **MARVELITA SIMEON** is a residents of the State of NEVADA and
5 had a mortgage loan that was originated or serviced by one of the Defendants herein. (This
6 Plaintiff shall be designated as Plaintiff No. 34.).

7 44. Plaintiff **GERARDO MARIANO and ARACELI MARIANO** are residents of
8 the State of NEVADA and had a mortgage loan that was originated or serviced by one of the
9 Defendants herein. (This Plaintiff shall be designated as Plaintiff No. 35.).

10 45. Plaintiff **DENIS VERNON and FELICISIMA S. VERNON** are residents of the
11 State of NEVADA and had a mortgage loan that was originated or serviced by one of the
12 Defendants herein. (This Plaintiff shall be designated as Plaintiff No. 36.).

13 46. Plaintiff **ALMI HERNANDEZ** is a residents of the State of NEVADA and had a
14 mortgage loan that was originated or serviced by one of the Defendants herein. (This Plaintiff
15 shall be designated as Plaintiff No. 37.).

16 47. Plaintiff **HAYS BRICKELL** is a residents of the State of NEVADA and had a
17 mortgage loan that was originated or serviced by one of the Defendants herein. (This Plaintiff
18 shall be designated as Plaintiff No. 38.).

19 48. Plaintiff **JUSTN DY** is a residents of the State of NEVADA and had a mortgage
20 loan that was originated or serviced by one of the Defendants herein. (This Plaintiff shall be
21 designated as Plaintiff No. 39.).

22 49. Plaintiff **ANASTACIO PINZON and DELINIA PINZON** are residents of the
23 State of NEVADA and had a mortgage loan that was originated or serviced by one of the
24 Defendants herein. (This Plaintiff shall be designated as Plaintiff No. 40.).
25

1 50. Plaintiff **MICHAEL BARAWID and SHERYL BARAWID** are residents of the
2 State of NEVADA and had a mortgage loan that was originated or serviced by one of the
3 Defendants herein. (This Plaintiff shall be designated as Plaintiff No. 41.).

4 51. Plaintiff **DIOSDORO BASCO** is a residents of the State of NEVADA and had a
5 mortgage loan that was originated or serviced by one of the Defendants herein. (This Plaintiff
6 shall be designated as Plaintiff No. 42.).

7 52. Plaintiff **MARIA FIDELIS SAAVEDRA and ANTONIO SAAVEDRA** are
8 residents of the State of NEVADA and had a mortgage loan that was originated or serviced by
9 one of the Defendants herein. (This Plaintiff shall be designated as Plaintiff No. 43.).

10 53. Plaintiff **CRISANTA PASION** is a residents of the State of NEVADA and had a
11 mortgage loan that was originated or serviced by one of the Defendants herein. (This Plaintiff
12 shall be designated as Plaintiff No. 44.).

13 54. Plaintiff **FLOR DE LYS BARAWID** is a residents of the State of NEVADA and
14 had a mortgage loan that was originated or serviced by one of the Defendants herein. (This
15 Plaintiff shall be designated as Plaintiff No. 45.).

16 55. Plaintiff **ISABELO VALDEZ** is a residents of the State of NEVADA and had a
17 mortgage loan that was originated or serviced by one of the Defendants herein. (This Plaintiff
18 shall be designated as Plaintiff No. 46.).

19 56. Plaintiff **JAIME BARAWID** is a residents of the State of NEVADA and had a
20 mortgage loan that was originated or serviced by one of the Defendants herein. (This Plaintiff
21 shall be designated as Plaintiff No. 47.).

22 57. Plaintiff **NESTOR FERNANDO and RUBILYN FERNANDO** are residents of
23 the State of NEVADA and had a mortgage loan that was originated or serviced by one of the
24 Defendants herein. (This Plaintiff shall be designated as Plaintiff No. 48.).
25

1 58. Plaintiff **GAYLEN PAIKAI and MARILYN PAIKAI** are residents of the State
2 of NEVADA and had a mortgage loan that was originated or serviced by one of the Defendants
3 herein. (This Plaintiff shall be designated as Plaintiff No. 49.).

4 59. Plaintiff **WILLIAM VON ARNSWALDT and PATRICIA VON**
5 **ARNSWALDT** are residents of the State of NEVADA and had a mortgage loan that was
6 originated or serviced by one of the Defendants herein. (This Plaintiff shall be designated as
7 Plaintiff No. 50.).

8 60. Plaintiff **JEROME JAVATE and MARIA GUADALUPE JAVATE** are
9 residents of the State of NEVADA and had a mortgage loan that was originated or serviced by
10 one of the Defendants herein. (This Plaintiff shall be designated as Plaintiff No. 51.).

11 61. Plaintiff **CARMEN MANGUIN and JOLAN MANGUIN** are residents of the
12 State of NEVADA and had a mortgage loan that was originated or serviced by one of the
13 Defendants herein. (This Plaintiff shall be designated as Plaintiff No. 52.).

14 62. Plaintiff **RAUL ESPINOSA and ERLINDA ESPINOSA** are residents of the
15 State of NEVADA and had a mortgage loan that was originated or serviced by one of the
16 Defendants herein. (This Plaintiff shall be designated as Plaintiff No. 53.).

17 63. Plaintiff **GUADALUPE AGUSTIN and GERARDO AGUSTIN** are residents
18 of the State of NEVADA and had a mortgage loan that was originated or serviced by one of the
19 Defendants herein. (This Plaintiff shall be designated as Plaintiff No. 54.).

20 64. Plaintiff **CARLITO BERNABE and CLARA BERNABE** are residents of the
21 State of NEVADA and had a mortgage loan that was originated or serviced by one of the
22 Defendants herein. (This Plaintiff shall be designated as Plaintiff No. 55.).

23 65. Plaintiff **COREY SOILEAU and DELANO HADARLY** are residents of the
24 State of NEVADA and had a mortgage loan that was originated or serviced by one of the
25 Defendants herein. (This Plaintiff shall be designated as Plaintiff No. 56.).

1 66. Plaintiff **MARINA CALOVE** is a residents of the State of NEVADA and had a
2 mortgage loan that was originated or serviced by one of the Defendants herein. (This Plaintiff
3 shall be designated as Plaintiff No. 57.).

4 67. Plaintiff **LIWLIWA CABERTO and FELICIANO CABERTO** are residents of
5 the State of NEVADA and had a mortgage loan that was originated or serviced by one of the
6 Defendants herein. (This Plaintiff shall be designated as Plaintiff No. 58.).

7 68. Plaintiff **TEOFILO BENEDICTA and VIRGINIA BENEDICTA** are residents
8 of the State of NEVADA and had a mortgage loan that was originated or serviced by one of the
9 Defendants herein. (This Plaintiff shall be designated as Plaintiff No. 59.).

10 69. Plaintiff **CORAZON FAJOTA and PETE FAJOTA** are residents of the State
11 of NEVADA and had a mortgage loan that was originated or serviced by one of the Defendants
12 herein. (This Plaintiff shall be designated as Plaintiff No. 60.).

13 70. Plaintiff **JOSIE LUMANOG** is a residents of the State of NEVADA and had a
14 mortgage loan that was originated or serviced by one of the Defendants herein. (This Plaintiff
15 shall be designated as Plaintiff No. 61.).

16 71. Plaintiff **NUNILON MANGUINO** is a residents of the State of NEVADA and
17 had a mortgage loan that was originated or serviced by one of the Defendants herein. (This
18 Plaintiff shall be designated as Plaintiff No. 62.).

19 72. Plaintiff **LOURDES MANGUINO** is a residents of the State of NEVADA and
20 had a mortgage loan that was originated or serviced by one of the Defendants herein. (This
21 Plaintiff shall be designated as Plaintiff No.63.).

22 73. Plaintiff **MARLENE MATIAS** is a residents of the State of NEVADA and had a
23 mortgage loan that was originated or serviced by one of the Defendants herein. (This Plaintiff
24 shall be designated as Plaintiff No. 64.).

1 74. Each Plaintiff herein had ownership and possession of funds – material to the
2 allegations herein – in a sum more than \$75,000.00, as of January 23, 2003 to December 31,
3 2009.

4 75. Each Plaintiff worked hard for these funds and earned them, paid state and
5 federal taxes on them, and had the exclusive dominion and control over them.

6 76. Through the wrongful conduct set forth in this complaint, the Defendants – and
7 each of them – converted all of said funds and have continued the hiding and secreting of these
8 funds from the period beginning on or about January 22, 2003 and continuing at all times
9 thereafter.

10 77. At all times, the Defendants – and each of them, as they entered the conspiracy
11 alleged herein – continued to hid and secrete the converted funds despite demands that they
12 cease and desist from doing so by the Plaintiffs.

13 78. Plaintiffs neither consented to nor ratified the Defendants' conversion of their
14 money as set forth in this complaint.

15 79. Defendant **MORTGAGE ELECTRONIC SYSTEMS, INC. aka MERS,**
16 **INC.** is party to the creation of a negotiation trail of all Defendants' negotiable instruments in a
17 way to create an appearance of propriety under the Uniform Commercial Code. (This
18 Defendant shall be designated as Defendant No. 1)

19 80. Defendant **BANK OF AMERICA** is party to the creation of a negotiation trail
20 of all Defendants' negotiable instruments in a way to create an appearance of propriety under
21 the Uniform Commercial Code. (This Defendant shall be designated as Defendant No. 2).

22 81. Defendant **WELLS FARGO HOME MORTGAGE, A DIVISION OF**
23 **WELLS FARGO BANK, N.A.** is party to the creation of a negotiation trail of all Defendants'
24 negotiable instruments in a way to create an appearance of propriety under the Uniform
25 Commercial Code. (This Defendant shall be designated as Defendant No. 3)

1 82. Defendant **JP MORGAN CHASE BANK, N.A FKA WAMU** is party to the
2 creation of a negotiation trail of all Defendants' negotiable instruments in a way to create an
3 appearance of propriety under the Uniform Commercial Code. (This Defendant shall be
4 designated as Defendant No. 4)

5 83. Defendant **FIRST HORIZON HOME LOAN CORPORATION** is party to
6 the creation of a negotiation trail of all Defendants' negotiable instruments in a way to create
7 an appearance of propriety under the Uniform Commercial Code. (This Defendant shall be
8 designated as Defendant No. 5)

9 84. Defendant **WACHOVIA MORTGAGE.** is party to the creation of a
10 negotiation trail of all Defendants' negotiable instruments in a way to create an appearance of
11 propriety under the Uniform Commercial Code. (This Defendant shall be designated as
12 Defendant No. 6)

13 85. Defendant **CITIMORTGAGE, INC** is party to the creation of a negotiation
14 trail of all Defendants' negotiable instruments in a way to create an appearance of propriety
15 under the Uniform Commercial Code. (This Defendant shall be designated as Defendant No.7)

16 86. Defendant **US BANK, N.A** is party to the creation of a negotiation trail of all
17 Defendants' negotiable instruments in a way to create an appearance of propriety under the
18 Uniform Commercial Code. (This Defendant shall be designated as Defendant No. 8)

19 87. Defendant **OCWEN LOAN SERVICING, LLC** is party to the creation of a
20 negotiation trail of all Defendants' negotiable instruments in a way to create an appearance of
21 propriety under the Uniform Commercial Code. (This Defendant shall be designated as
22 Defendant No. 9)

23 88. Defendant **WELLS FARGO BANK N.A d/b/a AMERICA'S SERVICING**
24 **COMPANY** is party to the creation of a negotiation trail of all Defendants' negotiable
25

1 instruments in a way to create an appearance of propriety under the Uniform Commercial
2 Code. (This Defendant shall be designated as Defendant No. 10)

3 89. Defendant **WELLS FARGO BANK, N.A.** is party to the creation of a
4 negotiation trail of all Defendants' negotiable instruments in a way to create an appearance of
5 propriety under the Uniform Commercial Code. (This Defendant shall be designated as
6 Defendant No. 11)

7 90. Defendant **PNC MORTGAGE** is party to the creation of a negotiation trail of
8 all Defendants' negotiable instruments in a way to create an appearance of propriety under the
9 Uniform Commercial Code. (This Defendant shall be designated as Defendant No. 12)

10 91. Defendant **EVERHOME MORTGAGE COMPANY** is party to the creation
11 of a negotiation trail of all Defendants' negotiable instruments in a way to create an appearance
12 of propriety under the Uniform Commercial Code. (This Defendant shall be designated as
13 Defendant No. 13)

14 92. Defendant **GMAC MORTGAGE, LLC** is party to the creation of a negotiation
15 trail of all Defendants' negotiable instruments in a way to create an appearance of propriety
16 under the Uniform Commercial Code. (This Defendant shall be designated as Defendant No.
17 14)

18 93. Defendant **LITTON LOAN SERVICING LP** is party to the creation of a
19 negotiation trail of all Defendants' negotiable instruments in a way to create an appearance of
20 propriety under the Uniform Commercial Code. (This Defendant shall be designated as
21 Defendant No. 15)

22 94. Defendant **JP MORGAN CHASE BANK, N.A fka EMC** is party to the
23 creation of a negotiation trail of all Defendants' negotiable instruments in a way to create an
24 appearance of propriety under the Uniform Commercial Code. (This Defendant shall be
25 designated as Defendant No. 16)

1 95. Defendant **HOMEQ SERVICING**. is party to the creation of a negotiation trail
2 of all Defendants' negotiable instruments in a way to create an appearance of propriety under
3 the Uniform Commercial Code. (This Defendant shall be designated as Defendant No. 17)

4 96. Defendant **ONE WEST BANK, FSB**. is party to the creation of a negotiation
5 trail of all Defendants' negotiable instruments in a way to create an appearance of propriety
6 under the Uniform Commercial Code. (This Defendant shall be designated as Defendant No.
7 18)

8 97. Defendant **FIRST NLC FINANCIAL SERVICES, LLC** is party to the
9 creation of a negotiation trail of all Defendants' negotiable instruments in a way to create an
10 appearance of propriety under the Uniform Commercial Code. (This Defendant shall be
11 designated as Defendant No. 19)

12 98. Defendant **DHI MORTGAGE COMPANY, LTD.** is party to the creation of a
13 negotiation trail of all Defendants' negotiable instruments in a way to create an appearance of
14 propriety under the Uniform Commercial Code. (This Defendant shall be designated as
15 Defendant No. 20)

16 99. Defendant **ALLIANCE BANCORP** is party to the creation of a negotiation
17 trail of all Defendants' negotiable instruments in a way to create an appearance of propriety
18 under the Uniform Commercial Code. (This Defendant shall be designated as Defendant No.
19 21)

20 100. Defendant **COUNTRYWIDE HOME LOANS, INC** is party to the creation of
21 a negotiation trail of all Defendants' negotiable instruments in a way to create an appearance of
22 propriety under the Uniform Commercial Code. (This Defendant shall be designated as
23 Defendant No. 22)

24 101. Defendant **WORLD SAVINGS BANK, FSB** is party to the creation of a
25 negotiation trail of all Defendants' negotiable instruments in a way to create an appearance of

1 propriety under the Uniform Commercial Code. (This Defendant shall be designated as
2 Defendant No. 23)

3 102. Defendant **UNIVERSAL AMERICAN MORTGAGE COMPANY, LLC** is
4 party to the creation of a negotiation trail of all Defendants' negotiable instruments in a way to
5 create an appearance of propriety under the Uniform Commercial Code. (This Defendant shall
6 be designated as Defendant No. 24)

7 103. Defendant **SAXON MORTGAGE SERVICES, INC** is party to the creation of
8 a negotiation trail of all Defendants' negotiable instruments in a way to create an appearance of
9 propriety under the Uniform Commercial Code. (This Defendant shall be designated as
10 Defendant No. 25)

11 104. Defendant **GREEN TREE SERVICING LLC** is party to the creation of a
12 negotiation trail of all Defendants' negotiable instruments in a way to create an appearance of
13 propriety under the Uniform Commercial Code. (This Defendant shall be designated as
14 Defendant No. 26)

15 105. Defendant **PHH MORTGAGE CORPORATION** is party to the creation of a
16 negotiation trail of all Defendants' negotiable instruments in a way to create an appearance of
17 propriety under the Uniform Commercial Code. (This Defendant shall be designated as
18 Defendant No. 27)

19 106. Defendant **OPTION ONE MORTGAGE CORPORATION** is party to the
20 creation of a negotiation trail of all Defendants' negotiable instruments in a way to create an
21 appearance of propriety under the Uniform Commercial Code. (This Defendant shall be
22 designated as Defendant No. 28)

23 107. Defendant **AURORA BANK, FSB** is party to the creation of a negotiation trail
24 of all Defendants' negotiable instruments in a way to create an appearance of propriety under
25 the Uniform Commercial Code. (This Defendant shall be designated as Defendant No. 29)

1 108. Defendant **NEW CENTURY MORTGAGE CORPORATION** is party to the
2 creation of a negotiation trail of all Defendants' negotiable instruments in a way to create an
3 appearance of propriety under the Uniform Commercial Code. (This Defendant shall be
4 designated as Defendant No. 30)

5 109. Defendant **FIRST MORTGAGE CORPORATION** is party to the creation of
6 a negotiation trail of all Defendants' negotiable instruments in a way to create an appearance of
7 propriety under the Uniform Commercial Code. (This Defendant shall be designated as
8 Defendant No. 31)

9 110. Defendant **PREMIUM CAPITAL FUNDING, LLC** is party to the creation of
10 a negotiation trail of all Defendants' negotiable instruments in a way to create an appearance of
11 propriety under the Uniform Commercial Code. (This Defendant shall be designated as
12 Defendant No. 32)

13 111. Defendant **RYLAND MORTGAGE COMPANY** is party to the creation of a
14 negotiation trail of all Defendants' negotiable instruments in a way to create an appearance of
15 propriety under the Uniform Commercial Code. (This Defendant shall be designated as
16 Defendant No. 33)

17 112. Defendant **FREMONT INVESTMENT & LOAN** is party to the creation of a
18 negotiation trail of all Defendants' negotiable instruments in a way to create an appearance of
19 propriety under the Uniform Commercial Code. (This Defendant shall be designated as
20 Defendant No. 34)

21 113. Defendant **NATIONAL CITY MORTGAGE CO. d/b/a ACCUBANC**
22 **MORTGAGE** is party to the creation of a negotiation trail of all Defendants' negotiable
23 instruments in a way to create an appearance of propriety under the Uniform Commercial
24 Code. (This Defendant shall be designated as Defendant No. 35)

1 114. Defendant **LINEAR FINANCIAL dba PADEE HOME LOANS** is party to
2 the creation of a negotiation trail of all Defendants' negotiable instruments in a way to create
3 an appearance of propriety under the Uniform Commercial Code. (This Defendant shall be
4 designated as Defendant No.36)

5 115. Defendant **MYLOR FINANCIAL GROU, INC** is party to the creation of a
6 negotiation trail of all Defendants' negotiable instruments in a way to create an appearance of
7 propriety under the Uniform Commercial Code. (This Defendant shall be designated as
8 Defendant No. 37)

9 116. Defendant **MIT LENDING** is party to the creation of a negotiation trail of all
10 Defendants' negotiable instruments in a way to create an appearance of propriety under the
11 Uniform Commercial Code. (This Defendant shall be designated as Defendant No. 38)

12 117. Defendant **WMC MORTGAGE** is party to the creation of a negotiation trail of
13 all Defendants' negotiable instruments in a way to create an appearance of propriety under the
14 Uniform Commercial Code. (This Defendant shall be designated as Defendant No. 39)

15 118. Defendant **COUNTRYWIDE KB HOME LOANS** is party to the creation of a
16 negotiation trail of all Defendants' negotiable instruments in a way to create an appearance of
17 propriety under the Uniform Commercial Code. (This Defendant shall be designated as
18 Defendant No. 40)

19 119. Defendant **COUNTRYWIDE HOME LOANS, INC** is party to the creation of
20 a negotiation trail of all Defendants' negotiable instruments in a way to create an appearance of
21 propriety under the Uniform Commercial Code. (This Defendant shall be designated as
22 Defendant No. 41)

23 120. Defendant **INDYMAC BANK, FSB** is party to the creation of a negotiation
24 trail of all Defendants' negotiable instruments in a way to create an appearance of propriety
25

1 under the Uniform Commercial Code. (This Defendant shall be designated as Defendant No.
2 42)

3 121. Defendant **MORTGAGEIT, INC** is party to the creation of a negotiation trail
4 of all Defendants' negotiable instruments in a way to create an appearance of propriety under
5 the Uniform Commercial Code. (This Defendant shall be designated as Defendant No. 43)

6 122. Defendant **COMMUNITY LENDING, INC** is party to the creation of a
7 negotiation trail of all Defendants' negotiable instruments in a way to create an appearance of
8 propriety under the Uniform Commercial Code. (This Defendant shall be designated as
9 Defendant No. 44)

10 123. Defendant **PULTE MORTGAGE, LLC** is party to the creation of a
11 negotiation trail of all Defendants' negotiable instruments in a way to create an appearance of
12 propriety under the Uniform Commercial Code. (This Defendant shall be designated as
13 Defendant No. 45)

14 124. Defendant **STEARNS LENDING, INC** is party to the creation of a negotiation
15 trail of all Defendants' negotiable instruments in a way to create an appearance of propriety
16 under the Uniform Commercial Code. (This Defendant shall be designated as Defendant No.
17 46)

18 125. Defendant **COUNTRYWIDE BANK, N.A** is party to the creation of a
19 negotiation trail of all Defendants' negotiable instruments in a way to create an appearance of
20 propriety under the Uniform Commercial Code. (This Defendant shall be designated as
21 Defendant No. 47)

22 126. Defendant **AMERICAN MORTGAGE NETWORK, INC** is party to the
23 creation of a negotiation trail of all Defendants' negotiable instruments in a way to create an
24 appearance of propriety under the Uniform Commercial Code. (This Defendant shall be
25 designated as Defendant No. 48)

1 127. Defendant **PEOPLE'S CHOICE HOME LOAN, INC** is party to the creation
2 of a negotiation trail of all Defendants' negotiable instruments in a way to create an appearance
3 of propriety under the Uniform Commercial Code. (This Defendant shall be designated as
4 Defendant No. 49)

5 128. Defendant **ABN AMRO MORTGAGE GROUP, INC** is party to the creation
6 of a negotiation trail of all Defendants' negotiable instruments in a way to create an appearance
7 of propriety under the Uniform Commercial Code. (This Defendant shall be designated as
8 Defendant No. 50)

9 129. Defendant **BC BANCORP** is party to the creation of a negotiation trail of all
10 Defendants' negotiable instruments in a way to create an appearance of propriety under the
11 Uniform Commercial Code. (This Defendant shall be designated as Defendant No. 51)

12 130. Defendant **BONDCORP REALTY SERVICES, INC** is party to the creation
13 of a negotiation trail of all Defendants' negotiable instruments in a way to create an appearance
14 of propriety under the Uniform Commercial Code. (This Defendant shall be designated as
15 Defendant No. 52)

16 131. Defendant **AMERICAN HOME MORTGAGE** is party to the creation of a
17 negotiation trail of all Defendants' negotiable instruments in a way to create an appearance of
18 propriety under the Uniform Commercial Code. (This Defendant shall be designated as
19 Defendant No. 53)

20 132. Defendant **NATIONAL MORTGAGE COMPANY** is party to the creation of
21 a negotiation trail of all Defendants' negotiable instruments in a way to create an appearance of
22 propriety under the Uniform Commercial Code. (This Defendant shall be designated as
23 Defendant No. 55)

24 133. Defendant **WASHINGTON MUTUAL BANK, FA** is party to the creation of a
25 negotiation trail of all Defendants' negotiable instruments in a way to create an appearance of

1 propriety under the Uniform Commercial Code. (This Defendant shall be designated as
2 Defendant No. 56)

3 134. Defendant **NEVADA FEDERAL CREDIT UNION** is party to the creation of
4 a negotiation trail of all Defendants' negotiable instruments in a way to create an appearance of
5 propriety under the Uniform Commercial Code. (This Defendant shall be designated as
6 Defendant No. 57)

7 135. Defendant **TRANSNATIONAL FINANCIAL NETWORK, INC** is party to
8 the creation of a negotiation trail of all Defendants' negotiable instruments in a way to create
9 an appearance of propriety under the Uniform Commercial Code. (This Defendant shall be
10 designated as Defendant No. 58)

11 136. Defendant **GREENPOINT MORTGAGE FUNDING, INC** is party to the
12 creation of a negotiation trail of all Defendants' negotiable instruments in a way to create an
13 appearance of propriety under the Uniform Commercial Code. (This Defendant shall be
14 designated as Defendant No. 59)

15 137. Defendant **MERIDIAS CAPITAL INC** is party to the creation of a negotiation
16 trail of all Defendants' negotiable instruments in a way to create an appearance of propriety
17 under the Uniform Commercial Code. (This Defendant shall be designated as Defendant No.
18 60)

19 138. Defendant **GMAC MORTGAGE CORPORATION** is party to the creation of
20 a negotiation trail of all Defendants' negotiable instruments in a way to create an appearance of
21 propriety under the Uniform Commercial Code. (This Defendant shall be designated as
22 Defendant No. 61)

23 139. Defendant **REPUBLIC MORTGAGE LLC** is party to the creation of a
24 negotiation trail of all Defendants' negotiable instruments in a way to create an appearance of
25

1 propriety under the Uniform Commercial Code. (This Defendant shall be designated as
2 Defendant No. 62)

3 140. Defendant **PREFERRED HOME MORTGAGE COMPANY** is party to the
4 creation of a negotiation trail of all Defendants' negotiable instruments in a way to create an
5 appearance of propriety under the Uniform Commercial Code. (This Defendant shall be
6 designated as Defendant No. 63)

7 141. Defendant **MANHATTAN MORTGAGE CORP** is party to the creation of a
8 negotiation trail of all Defendants' negotiable instruments in a way to create an appearance of
9 propriety under the Uniform Commercial Code. (This Defendant shall be designated as
10 Defendant No.64)

11 142. Defendant **SILVER STATE FINANCIAL SERVICES, DBA SILVER**
12 **STATE MORTGAGE** is party to the creation of a negotiation trail of all Defendants'
13 negotiable instruments in a way to create an appearance of propriety under the Uniform
14 Commercial Code. (This Defendant shall be designated as Defendant No. 65)

15 143. Defendant **ARGENT MORTGAGE COMPANY, LLC** is party to the creation
16 of a negotiation trail of all Defendants' negotiable instruments in a way to create an appearance
17 of propriety under the Uniform Commercial Code. (This Defendant shall be designated as
18 Defendant No. 66)

19 144. Defendant **FLAG STAR BANK** is party to the creation of a negotiation trail of
20 all Defendants' negotiable instruments in a way to create an appearance of propriety under the
21 Uniform Commercial Code. (This Defendant shall be designated as Defendant No. 67)

22 145. Defendant **NATIONAL DEFAULT SERVICING CORPORATION** is party
23 to the creation of a negotiation trail of all Defendants' negotiable instruments in a way to create
24 an appearance of propriety under the Uniform Commercial Code. (This Defendant shall be
25 designated as Defendant No. 68)

1 146. Defendant **RECONTRUST COMPANY, N.A.** is party to the creation of a
2 negotiation trail of all Defendants' negotiable instruments in a way to create an appearance of
3 propriety under the Uniform Commercial Code. (This Defendant shall be designated as
4 Defendant No. 69)

5 147. Defendant **CALIFORNIA RECONVEYANCE** is party to the creation of a
6 negotiation trail of all Defendants' negotiable instruments in a way to create an appearance of
7 propriety under the Uniform Commercial Code. (This Defendant shall be designated as
8 Defendant No. 70)

9 148. Defendant **FIDELITY NATIONAL TITLE** is party to the creation of a
10 negotiation trail of all Defendants' negotiable instruments in a way to create an appearance of
11 propriety under the Uniform Commercial Code. (This Defendant shall be designated as
12 Defendant No. 71)

13 149. Defendant **FIVE STAR SERVICE CORPORATION** is party to the creation
14 of a negotiation trail of all Defendants' negotiable instruments in a way to create an appearance
15 of propriety under the Uniform Commercial Code. (This Defendant shall be designated as
16 Defendant No. 72)

17 150. Defendant **TRUSTEE CORPS** is party to the creation of a negotiation trail of
18 all Defendants' negotiable instruments in a way to create an appearance of propriety under the
19 Uniform Commercial Code. (This Defendant shall be designated as Defendant No. 73)

20 151. Defendant **REGIONAL TRUSTEE SERVICE CORPORATION** is party to
21 the creation of a negotiation trail of all Defendants' negotiable instruments in a way to create
22 an appearance of propriety under the Uniform Commercial Code. (This Defendant shall be
23 designated as Defendant No. 74)

24 152. Defendant **ALLESİ AND KOENİG** is party to the creation of a negotiation
25 trail of all Defendants' negotiable instruments in a way to create an appearance of propriety

1 under the Uniform Commercial Code. (This Defendant shall be designated as Defendant No.
2 75)

3 153. Defendant **MERIDIAN FORECLOSURE SERVICE** is party to the creation
4 of a negotiation trail of all Defendants' negotiable instruments in a way to create an appearance
5 of propriety under the Uniform Commercial Code. (This Defendant shall be designated as
6 Defendant No. 76)

7 154. Defendant **QUALITY LOAN SERVICE CORPORATION** is party to the
8 creation of a negotiation trail of all Defendants' negotiable instruments in a way to create an
9 appearance of propriety under the Uniform Commercial Code. (This Defendant shall be
10 designated as Defendant No. 77)

11 155. Defendant **CAL WESTERN RECONVEYANCE COMPANY** is party to the
12 creation of a negotiation trail of all Defendants' negotiable instruments in a way to create an
13 appearance of propriety under the Uniform Commercial Code. (This Defendant shall be
14 designated as Defendant No. 78)

15 156. Defendant **ROBERT E. WEISS INCORPORATED** is party to the creation of
16 a negotiation trail of all Defendants' negotiable instruments in a way to create an appearance of
17 propriety under the Uniform Commercial Code. (This Defendant shall be designated as
18 Defendant No. 79)

19 157. Defendant **OLD REPUBLIC DEFAULT MANAGEMENT SERVICES** is
20 party to the creation of a negotiation trail of all Defendants' negotiable instruments in a way to
21 create an appearance of propriety under the Uniform Commercial Code. (This Defendant shall
22 be designated as Defendant No. 80)

23 158. Defendant **GOLDEN WEST SAVINGS ASSOCIATION SERVICE CO.** is
24 party to the creation of a negotiation trail of all Defendants' negotiable instruments in a way to
25

1 create an appearance of propriety under the Uniform Commercial Code. (This Defendant shall
2 be designated as Defendant No. 81)

3 159. Defendant **ALTERNATIVE LOAN TRUST 2006-0A3** is party to the creation
4 of a negotiation trail of all Defendants' negotiable instruments in a way to create an appearance
5 of propriety under the Uniform Commercial Code. (This Defendant shall be designated as
6 Defendant No. 82)

7 160. Defendant **WASHINGTON MUTUAL MORTGAGE PASS-THROUGH**
8 **CERTIFICATES, WMALT SERIES 2006-AR3** is party to the creation of a negotiation trail
9 of all Defendants' negotiable instruments in a way to create an appearance of propriety under
10 the Uniform Commercial Code. (This Defendant shall be designated as Defendant No. 83)

11 161. Defendant **CHL MORTGAGE PASS-THROUGH TRUST 2006-3** is party to
12 the creation of a negotiation trail of all Defendants' negotiable instruments in a way to create
13 an appearance of propriety under the Uniform Commercial Code. (This Defendant shall be
14 designated as Defendant No. 84)

15 162. Defendant **CITIGROUP MORTGAGE LOAN TRUST, INC., SERIES**
16 **2005-HE3** is party to the creation of a negotiation trail of all Defendants' negotiable
17 instruments in a way to create an appearance of propriety under the Uniform Commercial
18 Code. (This Defendant shall be designated as Defendant No. 85)

19 163. Defendant **WELLS FARGO HOME EQUITY ASSET-BACKED**
20 **SECURITIES 2006-3 TRUST** is party to the creation of a negotiation trail of all Defendants'
21 negotiable instruments in a way to create an appearance of propriety under the Uniform
22 Commercial Code. (This Defendant shall be designated as Defendant No. 86)

23 164. Defendant **WACHOVIA BANK COMMERCIAL MORTGAGE TRUST**
24 **COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATE SERIES 2005-C1** is
25 party to the creation of a negotiation trail of all Defendants' negotiable instruments in a way to

1 create an appearance of propriety under the Uniform Commercial Code. (This Defendant shall
2 be designated as Defendant No. 87)

3 165. Defendant **LEHMAN XS TRUST, SERIES 2006-18N** is party to the creation
4 of a negotiation trail of all Defendants' negotiable instruments in a way to create an appearance
5 of propriety under the Uniform Commercial Code. (This Defendant shall be designated as
6 Defendant No. 88)

7 166. Defendant **BEAR STEARNS ASSET BACKED SECURITIES I TRUST**
8 **2007-HE2** is party to the creation of a negotiation trail of all Defendants' negotiable
9 instruments in a way to create an appearance of propriety under the Uniform Commercial
10 Code. (This Defendant shall be designated as Defendant No. 89)

11 167. Defendant **FEDERAL HOME LOAN MORTGAGE CORPORATION** is
12 party to the creation of a negotiation trail of all Defendants' negotiable instruments in a way to
13 create an appearance of propriety under the Uniform Commercial Code. (This Defendant shall
14 be designated as Defendant No. 90)

15 168. Defendant **POPULAR ABS MORTGAGE PASS-THROUGH TRUST 2006-**
16 **B** is party to the creation of a negotiation trail of all Defendants' negotiable instruments in a
17 way to create an appearance of propriety under the Uniform Commercial Code. (This
18 Defendant shall be designated as Defendant No. 91)

19 169. Defendant **ALTERNATIVE LOAN TRUST 2006-2CB** is party to the creation
20 of a negotiation trail of all Defendants' negotiable instruments in a way to create an appearance
21 of propriety under the Uniform Commercial Code. (This Defendant shall be designated as
22 Defendant No. 92)

23 170. Defendant **SECURITIZED ASSET BACKED RECEIVABLES, LLC**
24 **TRUST 2006-FR1** is party to the creation of a negotiation trail of all Defendants' negotiable
25

1 instruments in a way to create an appearance of propriety under the Uniform Commercial
2 Code. (This Defendant shall be designated as Defendant No. 93)

3 171. Defendant **CITIGROUP MORTGAGE LOAN TRUST 2006-WFHE2** is
4 party to the creation of a negotiation trail of all Defendants' negotiable instruments in a way to
5 create an appearance of propriety under the Uniform Commercial Code. (This Defendant shall
6 be designated as Defendant No. 94)

7 172. Defendant **WELLS FARGO MORTGAGE SECURITIES 2008-AR2**
8 **TRUST** is party to the creation of a negotiation trail of all Defendants' negotiable instruments
9 in a way to create an appearance of propriety under the Uniform Commercial Code. (This
10 Defendant shall be designated as Defendant No. 95)

11 173. Defendant **OPTEUM MORTGAGE ACCEPTANCE CORPORATION,**
12 **ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2005-4** is party to the
13 creation of a negotiation trail of all Defendants' negotiable instruments in a way to create an
14 appearance of propriety under the Uniform Commercial Code. (This Defendant shall be
15 designated as Defendant No. 96)

16 174. Defendant **MORTGAGEIT TRUST 2005-1** is party to the creation of a
17 negotiation trail of all Defendants' negotiable instruments in a way to create an appearance of
18 propriety under the Uniform Commercial Code. (This Defendant shall be designated as
19 Defendant No. 97)

20 175. Defendant **BANC OF AMERICA FUNDING 2007-3 TRUST** is party to the
21 creation of a negotiation trail of all Defendants' negotiable instruments in a way to create an
22 appearance of propriety under the Uniform Commercial Code. (This Defendant shall be
23 designated as Defendant No. 98)

24 176. Defendant **GSAMP TRUST 2005-WMC2** is party to the creation of a
25 negotiation trail of all Defendants' negotiable instruments in a way to create an appearance of

1 propriety under the Uniform Commercial Code. (This Defendant shall be designated as
2 Defendant No. 99)

3 177. Defendant **ALTERNATIVE LOAN TRUST 2006-35CB** is party to the
4 creation of a negotiation trail of all Defendants' negotiable instruments in a way to create an
5 appearance of propriety under the Uniform Commercial Code. (This Defendant shall be
6 designated as Defendant No. 100)

7 178. Defendant **WELLS FARGE MORTGAGE BACKED SECURITIES 2007-**
8 **12 TRUST** is party to the creation of a negotiation trail of all Defendants' negotiable
9 instruments in a way to create an appearance of propriety under the Uniform Commercial
10 Code. (This Defendant shall be designated as Defendant No. 101)

11 179. Defendant **ALTERNATIVE LOAN TRUST 2006-13T1** is party to the
12 creation of a negotiation trail of all Defendants' negotiable instruments in a way to create an
13 appearance of propriety under the Uniform Commercial Code. (This Defendant shall be
14 designated as Defendant No. 102)

15 180. Defendant **DEUTSCHE ALT-B SECURITIES MORTGAGE LOAN**
16 **TRUST, SERIES 2006-AB1** is party to the creation of a negotiation trail of all Defendants'
17 negotiable instruments in a way to create an appearance of propriety under the Uniform
18 Commercial Code. (This Defendant shall be designated as Defendant No. 103)

19 181. Defendant **CWABS ASSET-BACKED CERTIFICATES TRUST 2005-AB4**
20 is party to the creation of a negotiation trail of all Defendants' negotiable instruments in a way
21 to create an appearance of propriety under the Uniform Commercial Code. (This Defendant
22 shall be designated as Defendant No. 104)

23 182. Defendant **BANC OF AMERICA ALTERNATICE LOAN TRUST 2005-2**
24 is party to the creation of a negotiation trail of all Defendants' negotiable instruments in a way
25

1 to create an appearance of propriety under the Uniform Commercial Code. (This Defendant
2 shall be designated as Defendant No. 105)

3 183. Defendant **BCAP LLC TRUST 2007-AA1** is party to the creation of a
4 negotiation trail of all Defendants' negotiable instruments in a way to create an appearance of
5 propriety under the Uniform Commercial Code. (This Defendant shall be designated as
6 Defendant No. 106)

7 184. Defendant **DEUTSCHE ALT-A SECURITIES MORTGAGE LOAN**
8 **TRUST, SERIES 2007-3** is party to the creation of a negotiation trail of all Defendants'
9 negotiable instruments in a way to create an appearance of propriety under the Uniform
10 Commercial Code. (This Defendant shall be designated as Defendant No. 107)

11 185. Defendant **ALTERNATIVE LOAN TRUST 2005-58** is party to the creation
12 of a negotiation trail of all Defendants' negotiable instruments in a way to create an appearance
13 of propriety under the Uniform Commercial Code. (This Defendant shall be designated as
14 Defendant No. 108)

15 186. Defendant **WAMU MORTGAGE PASS-THROUGH CERTIFICATES,**
16 **SERIES 2006-AR5** is party to the creation of a negotiation trail of all Defendants' negotiable
17 instruments in a way to create an appearance of propriety under the Uniform Commercial
18 Code. (This Defendant shall be designated as Defendant No. 109)

19 187. Defendant **MORGAN STANLEY MORTGAGE LOAN TRUST 2007-14AR**
20 is party to the creation of a negotiation trail of all Defendants' negotiable instruments in a way
21 to create an appearance of propriety under the Uniform Commercial Code. (This Defendant
22 shall be designated as Defendant No. 110)

23 188. Defendant **BANC OF AMERICA ALTERNATIVE LOAN TRUST 2006-6**
24 is party to the creation of a negotiation trail of all Defendants' negotiable instruments in a way
25

1 to create an appearance of propriety under the Uniform Commercial Code. (This Defendant
2 shall be designated as Defendant No. 111)

3 189. Defendant **FEDERAL NATIONAL MORTGAGE ASSOCIATION** is party
4 to the creation of a negotiation trail of all Defendants' negotiable instruments in a way to create
5 an appearance of propriety under the Uniform Commercial Code. (This Defendant shall be
6 designated as Defendant No. 112)

7 190. Defendant **MORGAN STANLEY MORTGAGE LOAN TRUST 2006-6AR**
8 is party to the creation of a negotiation trail of all Defendants' negotiable instruments in a way
9 to create an appearance of propriety under the Uniform Commercial Code. (This Defendant
10 shall be designated as Defendant No. 113)

11 191. Defendant **ALTERNATIVE LOAN TRUST 2006-33CB** is party to the
12 creation of a negotiation trail of all Defendants' negotiable instruments in a way to create an
13 appearance of propriety under the Uniform Commercial Code. (This Defendant shall be
14 designated as Defendant No. 114)

15 192. Defendant **BEAR STEARNS ASSET BACKED SECURITIES TRUST**
16 **2004-HE3** is party to the creation of a negotiation trail of all Defendants' negotiable
17 instruments in a way to create an appearance of propriety under the Uniform Commercial
18 Code. (This Defendant shall be designated as Defendant No. 115)

19 193. Defendant **DEUTSCHE ALT-A SECURITIES MORTGAGE LOAN**
20 **TRUST, SERIES 2007-OA1** is party to the creation of a negotiation trail of all Defendants'
21 negotiable instruments in a way to create an appearance of propriety under the Uniform
22 Commercial Code. (This Defendant shall be designated as Defendant No. 116)

23 194. Defendant **CHL MORTGAGE PASS-THROUGH TRUST 2007-3** is party to
24 the creation of a negotiation trail of all Defendants' negotiable instruments in a way to create
25

1 an appearance of propriety under the Uniform Commercial Code. (This Defendant shall be
2 designated as Defendant No. 117)

3 195. Defendant **BANC OF AMERICA FUNDING 2007-7 TRUST** is party to the
4 creation of a negotiation trail of all Defendants' negotiable instruments in a way to create an
5 appearance of propriety under the Uniform Commercial Code. (This Defendant shall be
6 designated as Defendant No. 118)

7 196. Defendant **BANC OF AMERICA FUNDING 2007-1 TRUST** is party to the
8 creation of a negotiation trail of all Defendants' negotiable instruments in a way to create an
9 appearance of propriety under the Uniform Commercial Code. (This Defendant shall be
10 designated as Defendant No. 119)

11 197. Defendant **PEOPLE'S FINANCIAL REALTY MORTGAGE**
12 **SECURITIES TRUST, SERIES 2006-1** is party to the creation of a negotiation trail of all
13 Defendants' negotiable instruments in a way to create an appearance of propriety under the
14 Uniform Commercial Code. (This Defendant shall be designated as Defendant No. 120)

15 198. Defendant **RFMSI SERIES 2005-S1** is party to the creation of a negotiation
16 trail of all Defendants' negotiable instruments in a way to create an appearance of propriety
17 under the Uniform Commercial Code. (This Defendant shall be designated as Defendant No.
18 121)

19 199. Defendant **J.P MORGAN MORTGAGE TRUST 2005-A8** is party to the
20 creation of a negotiation trail of all Defendants' negotiable instruments in a way to create an
21 appearance of propriety under the Uniform Commercial Code. (This Defendant shall be
22 designated as Defendant No. 122)

23 200. Defendant **WELLS FARGO MORTGAGE BACKED SECURITIES 2007-7**
24 **TRUST** is party to the creation of a negotiation trail of all Defendants' negotiable instruments
25

1 in a way to create an appearance of propriety under the Uniform Commercial Code. (This
2 Defendant shall be designated as Defendant No. 123)

3 201. Defendant **BANC OF AMERICA COMMERCIAL MORTGAGE TRUST**
4 **2007-3** is party to the creation of a negotiation trail of all Defendants' negotiable instruments in
5 a way to create an appearance of propriety under the Uniform Commercial Code. (This
6 Defendant shall be designated as Defendant No. 124)

7 202. Defendant **GREENPOINT MORTGAGE FUNDING TRUST SERIES**
8 **2007-AR1** is party to the creation of a negotiation trail of all Defendants' negotiable
9 instruments in a way to create an appearance of propriety under the Uniform Commercial
10 Code. (This Defendant shall be designated as Defendant No. 125)

11 203. Defendant **BANC OF AMERICA COMMERCIAL MORTGAGE TRUST**
12 **2007-3** is party to the creation of a negotiation trail of all Defendants' negotiable instruments in
13 a way to create an appearance of propriety under the Uniform Commercial Code. (This
14 Defendant shall be designated as Defendant No. 126)

15 204. Defendant **AMERICAN HOME MORTGAGE ASSETS TRUST 2006-2** is
16 party to the creation of a negotiation trail of all Defendants' negotiable instruments in a way to
17 create an appearance of propriety under the Uniform Commercial Code. (This Defendant shall
18 be designated as Defendant No.127)

19 205. Defendant **GSMPS MORTGAGE LOAN TRUST 2007-1** is party to the
20 creation of a negotiation trail of all Defendants' negotiable instruments in a way to create an
21 appearance of propriety under the Uniform Commercial Code. (This Defendant shall be
22 designated as Defendant No. 128)

23 206. Defendant **RALI SERIES 2005-QO5 TRUST** is party to the creation of a
24 negotiation trail of all Defendants' negotiable instruments in a way to create an appearance of
25

1 propriety under the Uniform Commercial Code. (This Defendant shall be designated as
2 Defendant No. 129)

3 207. Defendant **ASSET BACKED SECURITIES CORPORATION HOME**
4 **EQUITY LOAN TRUST, SERIES NC 2006-HE4** is party to the creation of a negotiation
5 trail of all Defendants' negotiable instruments in a way to create an appearance of propriety
6 under the Uniform Commercial Code. (This Defendant shall be designated as Defendant No.
7 130)

8 208. Defendant **ALTERNATIVE LOAN TRUST 2005-47CB** is party to the
9 creation of a negotiation trail of all Defendants' negotiable instruments in a way to create an
10 appearance of propriety under the Uniform Commercial Code. (This Defendant shall be
11 designated as Defendant No. 131)

12 209. Defendant **CSFB MORTGAGE-BACKED PASS-THROUGH**
13 **CERTIFICATES, SERIES 2004-AR6** is party to the creation of a negotiation trail of all
14 Defendants' negotiable instruments in a way to create an appearance of propriety under the
15 Uniform Commercial Code. (This Defendant shall be designated as Defendant No. 132)

16 210. Defendant **WACHOVIA MORTGAGE LOAN TRUST, LLC SERIES 2006-**
17 **A TRUST** party to the creation of a negotiation trail of all Defendants' negotiable instruments
18 in a way to create an appearance of propriety under the Uniform Commercial Code. (This
19 Defendant shall be designated as Defendant No. 133)

20 211. Defendant **WAMU MORTGAGE PASS-THROUGH CERTIFICATES**
21 **SERIES 2005-AR15** is party to the creation of a negotiation trail of all Defendants' negotiable
22 instruments in a way to create an appearance of propriety under the Uniform Commercial
23 Code. (This Defendant shall be designated as Defendant No. 134)

24 212. Defendant **ALTERNATIVE LOAN TRUST 2006-OA11** is party to the
25 creation of a negotiation trail of all Defendants' negotiable instruments in a way to create an

1 appearance of propriety under the Uniform Commercial Code. (This Defendant shall be
2 designated as Defendant No. 135)

3 213. Defendant **BEAR STEARNS ALT-A TRUST 2006-4** is party to the creation
4 of a negotiation trail of all Defendants' negotiable instruments in a way to create an appearance
5 of propriety under the Uniform Commercial Code. (This Defendant shall be designated as
6 Defendant No. 136)

7 214. Defendant **SECURITIZED ASSET BACKED RECEIVABLES LLC**
8 **TRUST 2007-BR4** is party to the creation of a negotiation trail of all Defendants' negotiable
9 instruments in a way to create an appearance of propriety under the Uniform Commercial
10 Code. (This Defendant shall be designated as Defendant No. 137)

11 215. Defendant **PARK PLACE SECURITIES, INC., ASSET BACKED PASS-**
12 **THROUGH CERTIFICATES, SERIES 2005-WCW3** is party to the creation of a
13 negotiation trail of all Defendants' negotiable instruments in a way to create an appearance of
14 propriety under the Uniform Commercial Code. (This Defendant shall be designated as
15 Defendant No. 138)

16 216. Defendant **WELLS FARGO MORTGAGE BACKED SECURITIES 2006-5**
17 is party to the creation of a negotiation trail of all Defendants' negotiable instruments in a way
18 to create an appearance of propriety under the Uniform Commercial Code. (This Defendant
19 shall be designated as Defendant No. 139)

20 217. Defendant **WELLS FARGO MORTGAGE BACKED SECURITIES 2005-5**
21 **TRUST** is party to the creation of a negotiation trail of all Defendants' negotiable instruments
22 in a way to create an appearance of propriety under the Uniform Commercial Code. (This
23 Defendant shall be designated as Defendant No. 140)

24 218. Defendant **THE BANK OF NEW YORK** is party to the creation of a
25 negotiation trail of all Defendants' negotiable instruments in a way to create an appearance of

1 propriety under the Uniform Commercial Code. (This Defendant shall be designated as
2 Defendant No. 141)

3 219. Defendant **LASALLE BANK NATIONAL ASSOCIATION** is party to the
4 creation of a negotiation trail of all Defendants' negotiable instruments in a way to create an
5 appearance of propriety under the Uniform Commercial Code. (This Defendant shall be
6 designated as Defendant No. 142)

7 220. Defendant **U.S. BANK NATIONAL ASSOCIATION** is party to the creation
8 of a negotiation trail of all Defendants' negotiable instruments in a way to create an appearance
9 of propriety under the Uniform Commercial Code. (This Defendant shall be designated as
10 Defendant No. 143)

11 221. Defendant **HSBC BANK USA, NATIONAL ASSOCIATION** is party to the
12 creation of a negotiation trail of all Defendants' negotiable instruments in a way to create an
13 appearance of propriety under the Uniform Commercial Code. (This Defendant shall be
14 designated as Defendant No. 144)

15 222. Defendant **DEUTSCHE BANK NATIONAL TRUST COMPANY** is party to
16 the creation of a negotiation trail of all Defendants' negotiable instruments in a way to create
17 an appearance of propriety under the Uniform Commercial Code. (This Defendant shall be
18 designated as Defendant No. 145)

19 223. Defendant **LASALLE BANK, NA** is party to the creation of a negotiation trail
20 of all Defendants' negotiable instruments in a way to create an appearance of propriety under
21 the Uniform Commercial Code. (This Defendant shall be designated as Defendant No. 146)

22 224. Defendant **WACHOVIA BANK, N.A.** is party to the creation of a negotiation
23 trail of all Defendants' negotiable instruments in a way to create an appearance of propriety
24 under the Uniform Commercial Code. (This Defendant shall be designated as Defendant No.
25 147)

1 225. Defendant **U.S. BANK, N.A.** is party to the creation of a negotiation trail of all
2 Defendants' negotiable instruments in a way to create an appearance of propriety under the
3 Uniform Commercial Code. (This Defendant shall be designated as Defendant No. 148)

4 226. Defendant **DEUTSCHE BANK TRUST COMPANY AMERICAS** is party to
5 the creation of a negotiation trail of all Defendants' negotiable instruments in a way to create
6 an appearance of propriety under the Uniform Commercial Code. (This Defendant shall be
7 designated as Defendant No. 149)

8 227. Defendant **CITIBANK, N.A.** is party to the creation of a negotiation trail of all
9 Defendants' negotiable instruments in a way to create an appearance of propriety under the
10 Uniform Commercial Code. (This Defendant shall be designated as Defendant No. 150)

11 228. Defendant **WASHINGTON MUTUAL MORTGAGE SECURITIES CORP.**
12 is party to the creation of a negotiation trail of all Defendants' negotiable instruments in a way
13 to create an appearance of propriety under the Uniform Commercial Code. (This Defendant
14 shall be designated as Defendant No. 151)

15 229. Defendant **CITIGROUP GLOBAL MARKETS REALTY CORP** is party to
16 the creation of a negotiation trail of all Defendants' negotiable instruments in a way to create
17 an appearance of propriety under the Uniform Commercial Code. (This Defendant shall be
18 designated as Defendant No. 152)

19 230. Defendant **COUNTRYWIDE COMMERCIAL REAL ESTATE FINANCE,**
20 **INC. /ARTESIA MORTGAGE CAP. CORP** is party to the creation of a negotiation trail of
21 all Defendants' negotiable instruments in a way to create an appearance of propriety under the
22 Uniform Commercial Code. (This Defendant shall be designated as Defendant No. 153)

23 231. Defendant **LEHMAN BROTHERS HOLDINGS INC.** is party to the creation
24 of a negotiation trail of all Defendants' negotiable instruments in a way to create an appearance
25

1 of propriety under the Uniform Commercial Code. (This Defendant shall be designated as
2 Defendant No. 154)

3 232. Defendant **EMC MORTGAGE CORPORATION** is party to the creation of a
4 negotiation trail of all Defendants' negotiable instruments in a way to create an appearance of
5 propriety under the Uniform Commercial Code. (This Defendant shall be designated as
6 Defendant No. 155)

7 233. Defendant **EQUITY ONE, INC** is party to the creation of a negotiation trail of
8 all Defendants' negotiable instruments in a way to create an appearance of propriety under the
9 Uniform Commercial Code. (This Defendant shall be designated as Defendant No. 156)

10 234. Defendant **BARCKLAYS BANK PLC** is party to the creation of a negotiation
11 trail of all Defendants' negotiable instruments in a way to create an appearance of propriety
12 under the Uniform Commercial Code. (This Defendant shall be designated as Defendant No.
13 157)

14 235. Defendant **OPTEUM FINANCIAL SERVICES, LLC.** is party to the creation
15 of a negotiation trail of all Defendants' negotiable instruments in a way to create an appearance
16 of propriety under the Uniform Commercial Code. (This Defendant shall be designated as
17 Defendant No. 158)

18 236. Defendant **MORTGAGEIT HOLDINGS, INC.** is party to the creation of a
19 negotiation trail of all Defendants' negotiable instruments in a way to create an appearance of
20 propriety under the Uniform Commercial Code. (This Defendant shall be designated as
21 Defendant No. 159)

22 237. Defendant **GS MORTGAGE SECURITIES CORP.** is party to the creation of
23 a negotiation trail of all Defendants' negotiable instruments in a way to create an appearance of
24 propriety under the Uniform Commercial Code. (This Defendant shall be designated as
25 Defendant No. 160)

1 238. Defendant **DB STRUCTURED PRODUCTS, INC.** is party to the creation of a
2 negotiation trail of all Defendants' negotiable instruments in a way to create an appearance of
3 propriety under the Uniform Commercial Code. (This Defendant shall be designated as
4 Defendant No. 161)

5 239. Defendant **MORGAN STANLEY MORTGAGE CAPITAL HOLDINGS,**
6 **LLC** is party to the creation of a negotiation trail of all Defendants' negotiable instruments in a
7 way to create an appearance of propriety under the Uniform Commercial Code. (This
8 Defendant shall be designated as Defendant No. 162)

9 240. Defendant **MORGAN STANLEY MORTGAGE CAPITAL INC.** is party to
10 the creation of a negotiation trail of all Defendants' negotiable instruments in a way to create
11 an appearance of propriety under the Uniform Commercial Code. (This Defendant shall be
12 designated as Defendant No. 163)

13 241. Defendant **PEOPLE'S CHOICE FINANCIAL CORPORATION** is party to
14 the creation of a negotiation trail of all Defendants' negotiable instruments in a way to create
15 an appearance of propriety under the Uniform Commercial Code. (This Defendant shall be
16 designated as Defendant No. 164)

17 242. Defendant **RESIDENTIAL FUNDING CORPORATION** is party to the
18 creation of a negotiation trail of all Defendants' negotiable instruments in a way to create an
19 appearance of propriety under the Uniform Commercial Code. (This Defendant shall be
20 designated as Defendant No. 165)

21 243. Defendant **J.P. MORGAN MORTGAGE ACQUISITION CORP.** is party to
22 the creation of a negotiation trail of all Defendants' negotiable instruments in a way to create
23 an appearance of propriety under the Uniform Commercial Code. (This Defendant shall be
24 designated as Defendant No. 166)

1 244. Defendant **HYPO REAL ESTATE CAPITAL CORPORATION,**
2 **EUROHYPO AG, NEW YORK BRANCH** is party to the creation of a negotiation trail of all
3 Defendants' negotiable instruments in a way to create an appearance of propriety under the
4 Uniform Commercial Code. (This Defendant shall be designated as Defendant No. 167)

5 245. Defendant **CITIGROUP GLOBAL MARKETS REATY CORP** is party to
6 the creation of a negotiation trail of all Defendants' negotiable instruments in a way to create
7 an appearance of propriety under the Uniform Commercial Code. (This Defendant shall be
8 designated as Defendant No. 168)

9 246. Defendant **COUNTRYWIDE COMMERCIAL REAL ESTATE FINANCE,**
10 **INC. / ARTESIA MORTGAGE CAP. CORP** is party to the creation of a negotiation trail of
11 all Defendants' negotiable instruments in a way to create an appearance of propriety under the
12 Uniform Commercial Code. (This Defendant shall be designated as Defendant No. 169)

13 247. Defendant **COUNTRYWIDE HOME LOANS, INC.** is party to the creation of
14 a negotiation trail of all Defendants' negotiable instruments in a way to create an appearance of
15 propriety under the Uniform Commercial Code. (This Defendant shall be designated as
16 Defendant No. 170)

17 248. Defendant **GS MORTGAGE SECURITIES CORP** is party to the creation of
18 a negotiation trail of all Defendants' negotiable instruments in a way to create an appearance of
19 propriety under the Uniform Commercial Code. (This Defendant shall be designated as
20 Defendant No. 171)

21 249. Defendant **J.P. MORGAN MORTGAGE ACQUISITION CORP.** is party to
22 the creation of a negotiation trail of all Defendants' negotiable instruments in a way to create
23 an appearance of propriety under the Uniform Commercial Code. (This Defendant shall be
24 designated as Defendant No. 172)

1 250. Defendant **GOLDMAN SACHS MORTGAGE COMPANY** is party to the
2 creation of a negotiation trail of all Defendants' negotiable instruments in a way to create an
3 appearance of propriety under the Uniform Commercial Code. (This Defendant shall be
4 designated as Defendant No. 173)

5 251. Defendant **DLJ MORTGAGE CAPITAL, INC** is party to the creation of a
6 negotiation trail of all Defendants' negotiable instruments in a way to create an appearance of
7 propriety under the Uniform Commercial Code. (This Defendant shall be designated as
8 Defendant No. 174)

9 252. Defendant **WACHOVIA MORTGAGE LOAN TRUST, LLC SERIES 2006-**
10 **A TRUST** is party to the creation of a negotiation trail of all Defendants' negotiable
11 instruments in a way to create an appearance of propriety under the Uniform Commercial
12 Code. (This Defendant shall be designated as Defendant No. 175)

13 253. Defendant **SUTTON FUNDING, LLC** is party to the creation of a negotiation
14 trail of all Defendants' negotiable instruments in a way to create an appearance of propriety
15 under the Uniform Commercial Code. (This Defendant shall be designated as Defendant No.
16 176)

17 254. Defendant **AMERIQUEST MORTGAGE COMPANY** is party to the creation
18 of a negotiation trail of all Defendants' negotiable instruments in a way to create an appearance
19 of propriety under the Uniform Commercial Code. (This Defendant shall be designated as
20 Defendant No. 177)

21 255. Defendant **WELLS FARGO ASSET SECURITIES CORP** is party to the
22 creation of a negotiation trail of all Defendants' negotiable instruments in a way to create an
23 appearance of propriety under the Uniform Commercial Code. (This Defendant shall be
24 designated as Defendant No. 178)

1 256. Defendant **CWALT, INC.** is party to the creation of a negotiation trail of all
2 Defendants' negotiable instruments in a way to create an appearance of propriety under the
3 Uniform Commercial Code. (This Defendant shall be designated as Defendant No. 179)

4 257. Defendant **WAMU FARGO ASSET SECURITIES CORP** is party to the
5 creation of a negotiation trail of all Defendants' negotiable instruments in a way to create an
6 appearance of propriety under the Uniform Commercial Code. (This Defendant shall be
7 designated as Defendant No. 180)

8 258. Defendant **CWMBS, INC** is party to the creation of a negotiation trail of all
9 Defendants' negotiable instruments in a way to create an appearance of propriety under the
10 Uniform Commercial Code. (This Defendant shall be designated as Defendant No. 181)

11 259. Defendant **CITIGROUP MORTGAGE LOAN TRUST** is party to the
12 creation of a negotiation trail of all Defendants' negotiable instruments in a way to create an
13 appearance of propriety under the Uniform Commercial Code. (This Defendant shall be
14 designated as Defendant No. 182)

15 260. Defendant **WACHOVIA COMMERCIAL MORTGAGE SECURITIES,**
16 **INC.** is party to the creation of a negotiation trail of all Defendants' negotiable instruments in a
17 way to create an appearance of propriety under the Uniform Commercial Code. (This
18 Defendant shall be designated as Defendant No. 183)

19 261. Defendant **STRUCTURED ASSET SECURITIES CORPORATION** is party
20 to the creation of a negotiation trail of all Defendants' negotiable instruments in a way to create
21 an appearance of propriety under the Uniform Commercial Code. (This Defendant shall be
22 designated as Defendant No. 184)

23 262. Defendant **BEAR STEARNS ASSET BACKED SECURITIES; LLC** is party
24 to the creation of a negotiation trail of all Defendants' negotiable instruments in a way to create
25

1 an appearance of propriety under the Uniform Commercial Code. (This Defendant shall be
2 designated as Defendant No. 185)

3 263. Defendant **POPULAR ABS, INC.** is party to the creation of a negotiation trail
4 of all Defendants' negotiable instruments in a way to create an appearance of propriety under
5 the Uniform Commercial Code. (This Defendant shall be designated as Defendant No. 186)

6 264. Defendant **SECURITIZED ASSET BACKED RECEIVABLES; LLC** is
7 party to the creation of a negotiation trail of all Defendants' negotiable instruments in a way to
8 create an appearance of propriety under the Uniform Commercial Code. (This Defendant shall
9 be designated as Defendant No. 187)

10 265. Defendant **THE DEOSITORY TRUST COMPANY** is party to the creation of
11 a negotiation trail of all Defendants' negotiable instruments in a way to create an appearance of
12 propriety under the Uniform Commercial Code. (This Defendant shall be designated as
13 Defendant No. 188)

14 266. Defendant **MORTGAGEIT SECURITIES CORP.** is party to the creation of a
15 negotiation trail of all Defendants' negotiable instruments in a way to create an appearance of
16 propriety under the Uniform Commercial Code. (This Defendant shall be designated as
17 Defendant No. 189)

18 267. Defendant **BANC OF AMERICA FUNDING CORPORATION** is party to
19 the creation of a negotiation trail of all Defendants' negotiable instruments in a way to create
20 an appearance of propriety under the Uniform Commercial Code. (This Defendant shall be
21 designated as Defendant No. 190)

22 268. Defendant **DEUTSCHE ALT-A SECURITIES, INC.** is party to the creation
23 of a negotiation trail of all Defendants' negotiable instruments in a way to create an appearance
24 of propriety under the Uniform Commercial Code. (This Defendant shall be designated as
25 Defendant No. 191)

1 269. Defendant **BANC OF AMERICA MORTGAGE SECURITIES, INC.** is
2 party to the creation of a negotiation trail of all Defendants' negotiable instruments in a way to
3 create an appearance of propriety under the Uniform Commercial Code. (This Defendant shall
4 be designated as Defendant No. 192)

5 270. Defendant **BCAP LLC** is party to the creation of a negotiation trail of all
6 Defendants' negotiable instruments in a way to create an appearance of propriety under the
7 Uniform Commercial Code. (This Defendant shall be designated as Defendant No. 193)

8 271. Defendant **ACE SECURITIES CORP.** is party to the creation of a negotiation
9 trail of all Defendants' negotiable instruments in a way to create an appearance of propriety
10 under the Uniform Commercial Code. (This Defendant shall be designated as Defendant No.
11 194)

12 272. Defendant **MORGAN STANLEY CAPITAL I INC.** is party to the creation of
13 a negotiation trail of all Defendants' negotiable instruments in a way to create an appearance of
14 propriety under the Uniform Commercial Code. (This Defendant shall be designated as
15 Defendant No. 195)

16 273. Defendant **BEAR STEARNS ASSET BACKED SECURITIES CORP.** is
17 party to the creation of a negotiation trail of all Defendants' negotiable instruments in a way to
18 create an appearance of propriety under the Uniform Commercial Code. (This Defendant shall
19 be designated as Defendant No. 196)

20 274. Defendant **PEOPLE'S CHOICE HOME LOAN** is party to the creation of a
21 negotiation trail of all Defendants' negotiable instruments in a way to create an appearance of
22 propriety under the Uniform Commercial Code. (This Defendant shall be designated as
23 Defendant No. 197)

24 275. Defendant **RESIDENTIAL FUNDING MORTGAGE SECURITIES I, INC.**
25 is party to the creation of a negotiation trail of all Defendants' negotiable instruments in a way

1 to create an appearance of propriety under the Uniform Commercial Code. (This Defendant
2 shall be designated as Defendant No. 198)

3 276. Defendant **J.P. MORGAN ACCEPTANCE CORPORATION I** is party to
4 the creation of a negotiation trail of all Defendants' negotiable instruments in a way to create
5 an appearance of propriety under the Uniform Commercial Code. (This Defendant shall be
6 designated as Defendant No. 199)

7 277. Defendant **BANC OF AMERICA COMMERCIAL MORTGAGE INC** is
8 party to the creation of a negotiation trail of all Defendants' negotiable instruments in a way to
9 create an appearance of propriety under the Uniform Commercial Code. (This Defendant shall
10 be designated as Defendant No. 200)

11 278. Defendant **AMERICAN HOME MORTGAGE ASSETS, LLC** is party to the
12 creation of a negotiation trail of all Defendants' negotiable instruments in a way to create an
13 appearance of propriety under the Uniform Commercial Code. (This Defendant shall be
14 designated as Defendant No. 201)

15 279. Defendant **RESIDENTIAL ACCREDIT LOANS, INC.** is party to the
16 creation of a negotiation trail of all Defendants' negotiable instruments in a way to create an
17 appearance of propriety under the Uniform Commercial Code. (This Defendant shall be
18 designated as Defendant No. 202)

19 280. Defendant **ASSET BACKED SECURITIES CORPORATION** is party to the
20 creation of a negotiation trail of all Defendants' negotiable instruments in a way to create an
21 appearance of propriety under the Uniform Commercial Code. (This Defendant shall be
22 designated as Defendant No. 203)

23 281. Defendant **CREDIT SUISSE FIRST BOSTON MORTGAGE SECURITIES**
24 **CORP** is party to the creation of a negotiation trail of all Defendants' negotiable instruments in
25

1 a way to create an appearance of propriety under the Uniform Commercial Code. (This
2 Defendant shall be designated as Defendant No. 204)

3 282. Defendant **WACHOVIA MORTGAGE LOAN TRUST, LLC** is party to the
4 creation of a negotiation trail of all Defendants' negotiable instruments in a way to create an
5 appearance of propriety under the Uniform Commercial Code. (This Defendant shall be
6 designated as Defendant No. 205)

7 283. Defendant **STRUCTURED ASSET MORTGAGE INVESTMENTS II INC**
8 is party to the creation of a negotiation trail of all Defendants' negotiable instruments in a way
9 to create an appearance of propriety under the Uniform Commercial Code. (This Defendant
10 shall be designated as Defendant No. 206)

11 284. Defendant **SECURITIZED ASSET BACKED RECEIVABLES LLC** is party
12 to the creation of a negotiation trail of all Defendants' negotiable instruments in a way to create
13 an appearance of propriety under the Uniform Commercial Code. (This Defendant shall be
14 designated as Defendant No. 207)

15 285. Defendant **PARK PLACE SECURITIES, INC.** is party to the creation of a
16 negotiation trail of all Defendants' negotiable instruments in a way to create an appearance of
17 propriety under the Uniform Commercial Code. (This Defendant shall be designated as
18 Defendant No. 208)

19 286. Defendant **STEPHANIE TAUTGES** is party to the creation of a negotiation
20 trail of all Defendants' negotiable instruments in a way to create an appearance of propriety
21 under the Uniform Commercial Code. (This Defendant shall be designated as Defendant No.
22 209)

23 287. Defendant **ANGELA NAVA** is party to the creation of a negotiation trail of all
24 Defendants' negotiable instruments in a way to create an appearance of propriety under the
25 Uniform Commercial Code. (This Defendant shall be designated as Defendant No. 210)

1 288. Defendant **DEBORAH BRIGNAC** is party to the creation of a negotiation trail
2 of all Defendants' negotiable instruments in a way to create an appearance of propriety under
3 the Uniform Commercial Code. (This Defendant shall be designated as Defendant No. 211)

4 289. Defendant **HANK DUONG** is party to the creation of a negotiation trail of all
5 Defendants' negotiable instruments in a way to create an appearance of propriety under the
6 Uniform Commercial Code. (This Defendant shall be designated as Defendant No. 212)

7 290. Defendant **OLIVIA A. TODD** is party to the creation of a negotiation trail of
8 all Defendants' negotiable instruments in a way to create an appearance of propriety under the
9 Uniform Commercial Code. (This Defendant shall be designated as Defendant No. 213)

10 291. Defendant **CYNTHIA SANTOS** is party to the creation of a negotiation trail of
11 all Defendants' negotiable instruments in a way to create an appearance of propriety under the
12 Uniform Commercial Code. (This Defendant shall be designated as Defendant No. 214)

13 292. Defendant **NATE BLACKSTUN** is party to the creation of a negotiation trail
14 of all Defendants' negotiable instruments in a way to create an appearance of propriety under
15 the Uniform Commercial Code. (This Defendant shall be designated as Defendant No. 215)

16 293. Defendant **REBECCA ARMSTRONG** is party to the creation of a negotiation
17 trail of all Defendants' negotiable instruments in a way to create an appearance of propriety
18 under the Uniform Commercial Code. (This Defendant shall be designated as Defendant No.
19 216)

20 294. Defendant **MARTI NORIEGA** is party to the creation of a negotiation trail of
21 all Defendants' negotiable instruments in a way to create an appearance of propriety under the
22 Uniform Commercial Code. (This Defendant shall be designated as Defendant No. 217)

23 295. Defendant **GLORIA JUAREZ** is party to the creation of a negotiation trail of
24 all Defendants' negotiable instruments in a way to create an appearance of propriety under the
25 Uniform Commercial Code. (This Defendant shall be designated as Defendant No. 218)

1 296. Defendant **AISHA HUCKELBERRY** is party to the creation of a negotiation
2 trail of all Defendants' negotiable instruments in a way to create an appearance of propriety
3 under the Uniform Commercial Code. (This Defendant shall be designated as Defendant No.
4 219)

5 297. Defendant **NORIKO COLSTON** is party to the creation of a negotiation trail
6 of all Defendants' negotiable instruments in a way to create an appearance of propriety under
7 the Uniform Commercial Code. (This Defendant shall be designated as Defendant No. 220)

8 298. Defendant **CARLOS QUEZADA** is party to the creation of a negotiation trail
9 of all Defendants' negotiable instruments in a way to create an appearance of propriety under
10 the Uniform Commercial Code. (This Defendant shall be designated as Defendant No. 221)

11 299. Defendant **CARLA A. KINGSBURY** is party to the creation of a negotiation
12 trail of all Defendants' negotiable instruments in a way to create an appearance of propriety
13 under the Uniform Commercial Code. (This Defendant shall be designated as Defendant No.
14 222)

15 300. Defendant **BETHANY HOOD** is party to the creation of a negotiation trail of
16 all Defendants' negotiable instruments in a way to create an appearance of propriety under the
17 Uniform Commercial Code. (This Defendant shall be designated as Defendant No. 223)

18 301. Defendant **TYRONE THOROGOOD** is party to the creation of a negotiation
19 trail of all Defendants' negotiable instruments in a way to create an appearance of propriety
20 under the Uniform Commercial Code. (This Defendant shall be designated as Defendant No.
21 224)

22 302. Defendant **DIANA DE AVILA** is party to the creation of a negotiation trail of
23 all Defendants' negotiable instruments in a way to create an appearance of propriety under the
24 Uniform Commercial Code. (This Defendant shall be designated as Defendant No. 225)
25

1 303. Defendant **SANDRA HICKEY** is party to the creation of a negotiation trail of
2 all Defendants' negotiable instruments in a way to create an appearance of propriety under the
3 Uniform Commercial Code. (This Defendant shall be designated as Defendant No. 226)

4 304. Defendant **CAROLYN HOLLEMAN** is party to the creation of a negotiation
5 trail of all Defendants' negotiable instruments in a way to create an appearance of propriety
6 under the Uniform Commercial Code. (This Defendant shall be designated as Defendant No.
7 227)

8 305. Defendant **NICHOLE CLAVADETSCHER** is party to the creation of a
9 negotiation trail of all Defendants' negotiable instruments in a way to create an appearance of
10 propriety under the Uniform Commercial Code. (This Defendant shall be designated as
11 Defendant No. 228)

12 306. Defendant **CHAMAGNE WILLIAMS** is party to the creation of a negotiation
13 trail of all Defendants' negotiable instruments in a way to create an appearance of propriety
14 under the Uniform Commercial Code. (This Defendant shall be designated as Defendant No.
15 229)

16 307. Defendant **JESSICA ULARY** is party to the creation of a negotiation trail of all
17 Defendants' negotiable instruments in a way to create an appearance of propriety under the
18 Uniform Commercial Code. (This Defendant shall be designated as Defendant No. 230)

19 308. Defendant **PEGGY VERNITSKY** is party to the creation of a negotiation trail
20 of all Defendants' negotiable instruments in a way to create an appearance of propriety under
21 the Uniform Commercial Code. (This Defendant shall be designated as Defendant No. 231)

22 309. Defendant **ALICIA TURNER** is party to the creation of a negotiation trail of
23 all Defendants' negotiable instruments in a way to create an appearance of propriety under the
24 Uniform Commercial Code. (This Defendant shall be designated as Defendant No. 232)

1 310. Defendant **RONALD ALONZO** is party to the creation of a negotiation trail of
2 all Defendants' negotiable instruments in a way to create an appearance of propriety under the
3 Uniform Commercial Code. (This Defendant shall be designated as Defendant No. 233)

4 311. Defendant **DEQUNN WARREN** is party to the creation of a negotiation trail of
5 all Defendants' negotiable instruments in a way to create an appearance of propriety under the
6 Uniform Commercial Code. (This Defendant shall be designated as Defendant No. 234)

7 312. Defendant **LISA ROGERS** is party to the creation of a negotiation trail of all
8 Defendants' negotiable instruments in a way to create an appearance of propriety under the
9 Uniform Commercial Code. (This Defendant shall be designated as Defendant No. 235)

10 313. Defendant **LUIS ROLDAN** is party to the creation of a negotiation trail of all
11 Defendants' negotiable instruments in a way to create an appearance of propriety under the
12 Uniform Commercial Code. (This Defendant shall be designated as Defendant No. 236)

13 314. Defendant **YVONNE WHEELER** is party to the creation of a negotiation trail
14 of all Defendants' negotiable instruments in a way to create an appearance of propriety under
15 the Uniform Commercial Code. (This Defendant shall be designated as Defendant No. 237)

16 315. Defendant **JC SAN PEDRO** is party to the creation of a negotiation trail of all
17 Defendants' negotiable instruments in a way to create an appearance of propriety under the
18 Uniform Commercial Code. (This Defendant shall be designated as Defendant No. 238)

19 316. Defendant **RAYMOND MARQUEZ** is party to the creation of a negotiation
20 trail of all Defendants' negotiable instruments in a way to create an appearance of propriety
21 under the Uniform Commercial Code. (This Defendant shall be designated as Defendant No.
22 239)

23 317. Defendant **YOMARI QUINTANILLA** is party to the creation of a negotiation
24 trail of all Defendants' negotiable instruments in a way to create an appearance of propriety
25

1 under the Uniform Commercial Code. (This Defendant shall be designated as Defendant No.
2 240)

3 318. Defendant **OLIVIA TODD** is party to the creation of a negotiation trail of all
4 Defendants' negotiable instruments in a way to create an appearance of propriety under the
5 Uniform Commercial Code. (This Defendant shall be designated as Defendant No. 241)

6 319. Defendant **PAUL TRAN** is party to the creation of a negotiation trail of all
7 Defendants' negotiable instruments in a way to create an appearance of propriety under the
8 Uniform Commercial Code. (This Defendant shall be designated as Defendant No. 242)

9 320. Defendant **NICHOLE ALFORD** is party to the creation of a negotiation trail
10 of all Defendants' negotiable instruments in a way to create an appearance of propriety under
11 the Uniform Commercial Code. (This Defendant shall be designated as Defendant No. 243)

12 321. Defendant **KARIME ARIAS** is party to the creation of a negotiation trail of all
13 Defendants' negotiable instruments in a way to create an appearance of propriety under the
14 Uniform Commercial Code. (This Defendant shall be designated as Defendant No. 244)

15 322. Defendant **DANIEL SHMIDT** is party to the creation of a negotiation trail of
16 all Defendants' negotiable instruments in a way to create an appearance of propriety under the
17 Uniform Commercial Code. (This Defendant shall be designated as Defendant No. 245)

18 323. Defendant **LAYNE LAMBERT** is party to the creation of a negotiation trail of
19 all Defendants' negotiable instruments in a way to create an appearance of propriety under the
20 Uniform Commercial Code. (This Defendant shall be designated as Defendant No. 246)

21 324. Defendant **JUAN CARRILLO** is party to the creation of a negotiation trail of
22 all Defendants' negotiable instruments in a way to create an appearance of propriety under the
23 Uniform Commercial Code. (This Defendant shall be designated as Defendant No. 247)

24 325. Defendant **SANDY BROUGHTON** is party to the creation of a negotiation
25 trail of all Defendants' negotiable instruments in a way to create an appearance of propriety

1 under the Uniform Commercial Code. (This Defendant shall be designated as Defendant No.
2 248)

3 326. Defendant **CINDY CONSTANTINO** is party to the creation of a negotiation
4 trail of all Defendants' negotiable instruments in a way to create an appearance of propriety
5 under the Uniform Commercial Code. (This Defendant shall be designated as Defendant No.
6 249)

7 327. Defendant **THEODORE SCHULTZ** is party to the creation of a negotiation
8 trail of all Defendants' negotiable instruments in a way to create an appearance of propriety
9 under the Uniform Commercial Code. (This Defendant shall be designated as Defendant No.
10 250)

11 328. Defendant **BILL KOCH** is party to the creation of a negotiation trail of all
12 Defendants' negotiable instruments in a way to create an appearance of propriety under the
13 Uniform Commercial Code. (This Defendant shall be designated as Defendant No. 251)

14 329. Defendant **ANGELA NEVA** is party to the creation of a negotiation trail of all
15 Defendants' negotiable instruments in a way to create an appearance of propriety under the
16 Uniform Commercial Code. (This Defendant shall be designated as Defendant No. 252)

17 330. Defendant **LEONARD VALSIN** is party to the creation of a negotiation trail of
18 all Defendants' negotiable instruments in a way to create an appearance of propriety under the
19 Uniform Commercial Code. (This Defendant shall be designated as Defendant No. 253)

20 331. Defendant **JOE KRASOVIC** is party to the creation of a negotiation trail of all
21 Defendants' negotiable instruments in a way to create an appearance of propriety under the
22 Uniform Commercial Code. (This Defendant shall be designated as Defendant No. 254)

23 332. Defendant **C. ARCHULETA** is party to the creation of a negotiation trail of all
24 Defendants' negotiable instruments in a way to create an appearance of propriety under the
25 Uniform Commercial Code. (This Defendant shall be designated as Defendant No. 255)

1 333. Defendant **MATTHEW F. RYAN** is party to the creation of a negotiation trail
2 of all Defendants' negotiable instruments in a way to create an appearance of propriety under
3 the Uniform Commercial Code. (This Defendant shall be designated as Defendant No. 256)

4 334. Defendant **CONNIE L. BRISCOE** is party to the creation of a negotiation trail
5 of all Defendants' negotiable instruments in a way to create an appearance of propriety under
6 the Uniform Commercial Code. (This Defendant shall be designated as Defendant No. 257)

7 335. Defendant **LOREN LOPEZ** is party to the creation of a negotiation trail of all
8 Defendants' negotiable instruments in a way to create an appearance of propriety under the
9 Uniform Commercial Code. (This Defendant shall be designated as Defendant No. 258)

10 336. Defendant **SHAMECA L. HARRISON** is party to the creation of a negotiation
11 trail of all Defendants' negotiable instruments in a way to create an appearance of propriety
12 under the Uniform Commercial Code. (This Defendant shall be designated as Defendant No.
13 259)

14 337. Defendant **RICHARD MICHAEL BOWES** is party to the creation of a
15 negotiation trail of all Defendants' negotiable instruments in a way to create an appearance of
16 propriety under the Uniform Commercial Code. (This Defendant shall be designated as
17 Defendant No. 260)

18 338. Defendant **BARBARA J. GIBBS** is party to the creation of a negotiation trail
19 of all Defendants' negotiable instruments in a way to create an appearance of propriety under
20 the Uniform Commercial Code. (This Defendant shall be designated as Defendant No. 261)

21 339. Defendant **JAMES D AGEE, JR.** is party to the creation of a negotiation trail
22 of all Defendants' negotiable instruments in a way to create an appearance of propriety under
23 the Uniform Commercial Code. (This Defendant shall be designated as Defendant No. 262)

1 340. Defendant **DIANA ROWLAND** is party to the creation of a negotiation trail of
2 all Defendants' negotiable instruments in a way to create an appearance of propriety under the
3 Uniform Commercial Code. (This Defendant shall be designated as Defendant No. 263)

4 341. Defendant **MELISSA BELL** is party to the creation of a negotiation trail of all
5 Defendants' negotiable instruments in a way to create an appearance of propriety under the
6 Uniform Commercial Code. (This Defendant shall be designated as Defendant No. 264)

7 342. Defendant **ELISE BERG** is party to the creation of a negotiation trail of all
8 Defendants' negotiable instruments in a way to create an appearance of propriety under the
9 Uniform Commercial Code. (This Defendant shall be designated as Defendant No. 265)

10 343. Defendant **MJ PARVIN** is party to the creation of a negotiation trail of all
11 Defendants' negotiable instruments in a way to create an appearance of propriety under the
12 Uniform Commercial Code. (This Defendant shall be designated as Defendant No. 266)

13 344. Defendant **S. CARBAJAL** is party to the creation of a negotiation trail of all
14 Defendants' negotiable instruments in a way to create an appearance of propriety under the
15 Uniform Commercial Code. (This Defendant shall be designated as Defendant No. 267)

16 345. Defendant **PAUL KIM** is party to the creation of a negotiation trail of all
17 Defendants' negotiable instruments in a way to create an appearance of propriety under the
18 Uniform Commercial Code. (This Defendant shall be designated as Defendant No. 268)

19 346. Defendant **M.C. PALOMINO** is party to the creation of a negotiation trail of
20 all Defendants' negotiable instruments in a way to create an appearance of propriety under the
21 Uniform Commercial Code. (This Defendant shall be designated as Defendant No. 269)

22 347. Defendant **CARNELA D. LAGARILE** is party to the creation of a negotiation
23 trail of all Defendants' negotiable instruments in a way to create an appearance of propriety
24 under the Uniform Commercial Code. (This Defendant shall be designated as Defendant No.
25 270)

1 348. Defendant **LORI A. FONTANEZ** is party to the creation of a negotiation trail
2 of all Defendants' negotiable instruments in a way to create an appearance of propriety under
3 the Uniform Commercial Code. (This Defendant shall be designated as Defendant No. 271)

4 349. Defendant **LINDA TASCI** is party to the creation of a negotiation trail of all
5 Defendants' negotiable instruments in a way to create an appearance of propriety under the
6 Uniform Commercial Code. (This Defendant shall be designated as Defendant No. 272)

7 350. Defendant **CHRISTOPHER WILLIAMS** is party to the creation of a
8 negotiation trail of all Defendants' negotiable instruments in a way to create an appearance of
9 propriety under the Uniform Commercial Code. (This Defendant shall be designated as
10 Defendant No. 273)

11 351. Defendant **R ROBINSON** is party to the creation of a negotiation trail of all
12 Defendants' negotiable instruments in a way to create an appearance of propriety under the
13 Uniform Commercial Code. (This Defendant shall be designated as Defendant No. 274)

14 352. Defendant **HELEN RAYBUM** is party to the creation of a negotiation trail of
15 all Defendants' negotiable instruments in a way to create an appearance of propriety under the
16 Uniform Commercial Code. (This Defendant shall be designated as Defendant No. 275)

17 353. Defendant **MILVIA L LOPEZ** is party to the creation of a negotiation trail of
18 all Defendants' negotiable instruments in a way to create an appearance of propriety under the
19 Uniform Commercial Code. (This Defendant shall be designated as Defendant No. 276)

20 354. Defendant **ALEX MCBRIDE** is party to the creation of a negotiation trail of all
21 Defendants' negotiable instruments in a way to create an appearance of propriety under the
22 Uniform Commercial Code. (This Defendant shall be designated as Defendant No. 277)

23 355. Defendant **KAMRA WALKER** is party to the creation of a negotiation trail of
24 all Defendants' negotiable instruments in a way to create an appearance of propriety under the
25 Uniform Commercial Code. (This Defendant shall be designated as Defendant No. 278)

1 356. Defendant **JEAN S. YARBOROUGH** is party to the creation of a negotiation
2 trail of all Defendants' negotiable instruments in a way to create an appearance of propriety
3 under the Uniform Commercial Code. (This Defendant shall be designated as Defendant No.
4 279)

5 357. Defendant **ALLISON WALTERS** is party to the creation of a negotiation trail
6 of all Defendants' negotiable instruments in a way to create an appearance of propriety under
7 the Uniform Commercial Code. (This Defendant shall be designated as Defendant No. 280)

8 358. Defendant **NAVID PAKTAN** is party to the creation of a negotiation trail of all
9 Defendants' negotiable instruments in a way to create an appearance of propriety under the
10 Uniform Commercial Code. (This Defendant shall be designated as Defendant No. 281)

11 359. Defendant **TERRICA CHANE YOUNG** is party to the creation of a
12 negotiation trail of all Defendants' negotiable instruments in a way to create an appearance of
13 propriety under the Uniform Commercial Code. (This Defendant shall be designated as
14 Defendant No. 282)

15 360. Defendant **IRIS VILLATORO** is party to the creation of a negotiation trail of
16 all Defendants' negotiable instruments in a way to create an appearance of propriety under the
17 Uniform Commercial Code. (This Defendant shall be designated as Defendant No. 283)

18 361. Defendant **JOVIDA ALVAREZ DIAZ** is party to the creation of a negotiation
19 trail of all Defendants' negotiable instruments in a way to create an appearance of propriety
20 under the Uniform Commercial Code. (This Defendant shall be designated as Defendant No.
21 284)

22 362. Defendant **LINDA DEGRANDIS** is party to the creation of a negotiation trail
23 of all Defendants' negotiable instruments in a way to create an appearance of propriety under
24 the Uniform Commercial Code. (This Defendant shall be designated as Defendant No. 285)
25

1 363. Defendant **ZELMA THORPES** is party to the creation of a negotiation trail of
2 all Defendants' negotiable instruments in a way to create an appearance of propriety under the
3 Uniform Commercial Code. (This Defendant shall be designated as Defendant No. 286)

4 364. Defendant **AMBER FASH** is party to the creation of a negotiation trail of all
5 Defendants' negotiable instruments in a way to create an appearance of propriety under the
6 Uniform Commercial Code. (This Defendant shall be designated as Defendant No. 287)

7 365. Defendant **ELSIE E. KROUSSAKIS** is party to the creation of a negotiation
8 trail of all Defendants' negotiable instruments in a way to create an appearance of propriety
9 under the Uniform Commercial Code. (This Defendant shall be designated as Defendant No.
10 288)

11 366. Defendant **CLAUDIO MARTINEZ** is party to the creation of a negotiation
12 trail of all Defendants' negotiable instruments in a way to create an appearance of propriety
13 under the Uniform Commercial Code. (This Defendant shall be designated as Defendant No.
14 289)

15 367. Defendant **IRENE GUERRERO** is party to the creation of a negotiation trail
16 of all Defendants' negotiable instruments in a way to create an appearance of propriety under
17 the Uniform Commercial Code. (This Defendant shall be designated as Defendant No. 290)

18 368. Defendant **SHIRLEY TUITUPOU** is party to the creation of a negotiation trail
19 of all Defendants' negotiable instruments in a way to create an appearance of propriety under
20 the Uniform Commercial Code. (This Defendant shall be designated as Defendant No. 291)

21 369. Defendant **RACHEL K. WAGEMA** is party to the creation of a negotiation
22 trail of all Defendants' negotiable instruments in a way to create an appearance of propriety
23 under the Uniform Commercial Code. (This Defendant shall be designated as Defendant No.
24 292)

1 370. Defendant **CHRISTOPHER A. WILLIAMS** is party to the creation of a
2 negotiation trail of all Defendants' negotiable instruments in a way to create an appearance of
3 propriety under the Uniform Commercial Code. (This Defendant shall be designated as
4 Defendant No. 293)

5 371. Defendant **J COOK** is party to the creation of a negotiation trail of all
6 Defendants' negotiable instruments in a way to create an appearance of propriety under the
7 Uniform Commercial Code. (This Defendant shall be designated as Defendant No. 294)

8 372. Defendant **TONYA R HAMPTON** is party to the creation of a negotiation trail
9 of all Defendants' negotiable instruments in a way to create an appearance of propriety under
10 the Uniform Commercial Code. (This Defendant shall be designated as Defendant No. 295)

11 373. Defendant **MARY J. STATHAM** is party to the creation of a negotiation trail
12 of all Defendants' negotiable instruments in a way to create an appearance of propriety under
13 the Uniform Commercial Code. (This Defendant shall be designated as Defendant No. 296)

14 374. Defendant **LINDA JO DAVIS** is party to the creation of a negotiation trail of
15 all Defendants' negotiable instruments in a way to create an appearance of propriety under the
16 Uniform Commercial Code. (This Defendant shall be designated as Defendant No. 297)

17 375. Defendant **BRENDA MCKINZY** is party to the creation of a negotiation trail
18 of all Defendants' negotiable instruments in a way to create an appearance of propriety under
19 the Uniform Commercial Code. (This Defendant shall be designated as Defendant No. 298)

20 376. Defendants 151-1808 are all entities of unknown form. a.) located and doing
21 business in New York, New York, and b.) in the business of creating a negotiation trail of all
22 Defendants' negotiable instruments (including, but not limited to promissory notes) in a way to
23 create an appearance of propriety under the Uniform Commercial Code. These Defendants are
24 collectively referred to hereinafter as "New York Loan Pools".
25

1 377. At all times material hereto, the business of Defendants was operated through a
2 common plan and scheme designed to conceal from Plaintiffs the material facts set forth
3 below. Such facts were also concealed from the public and from regulators, either directly or
4 as successors-in-interest to the business acquired from others. The concealment was
5 completed, ratified and/or confirmed by each Defendant herein directly or as a successor-in-
6 interest as the acquirer of an entire business, and each Defendant performed or has sought to
7 benefit from the tortuous acts set forth herein for its own monetary gain and as a part of a
8 common plan developed and carried out with the other Defendants or as a successor-in-interest
9 to the business that did the foregoing.

10 378. Plaintiffs allege that each of the wrongful acts or omissions described below
11 was performed either by each Defendant herein, named or unnamed, or ratified and adopted by
12 each Defendant after its occurrence.

13 379. Further, those Defendants that did not actively perform the acts or omissions
14 described in this Complaint did affirmatively aid and abet the other Defendants in the
15 performance of such acts or omissions, before, during or after the fact.

16 380. Finally, each Defendant herein, named or unnamed, did knowingly derive some
17 form of profit or benefit from the acts and omissions described herein.

18 381. All Defendants agreed to work together in the conspiracy and/or joint enterprise
19 described in this Complaint based upon an express agreement among all Defendants to convert
20 plaintiffs' monies and personally in the manner described herein. Accordingly, each
21 Defendant, named or unnamed, should be held liable for the acts and omissions of all other
22 Defendants with respect to the causes of action set forth below.

23 382. The true names and capacities of the Defendants listed herein as DOES 2
24 through 1,000 are unknown to Plaintiffs who therefore sue these Defendants by such fictitious
25

1 names. Upon learning the true names and capacities of the DOE Defendants, Plaintiffs shall
2 amend this Complaint accordingly.

3 383. Each of the Defendants herein, named or unnamed, was the agent of each of the
4 other Defendant herein, named or unnamed, and thereby participated in all of the wrongdoing
5 set forth below. Thus, each such Defendant is responsible for the acts, events and concealment
6 of every other such Defendant as set forth below.

7 **FACTS COMMON TO ALL COUNTS**

8 384. Defendants' wrongful acts include (but are not limited to) the following (i)
9 claiming to be servicer of the subject notes at issue herein and demanding monthly loan
10 payments therefore, when in fact no Defendant had or has any legal claim to the monies paid to
11 it by Plaintiffs; (ii) taking loan payments every month from each Plaintiff without crediting any
12 portion of that money to the benefit of any Plaintiff; (iii) promising loan modifications to
13 Plaintiffs while never being an authorized legal representative of any person in a position to
14 actually modify Plaintiff's loans; (iv) inducing Plaintiffs to default on their loans so that
15 Defendant could not profit from the credit default swaps they had purchased, betting that such
16 loans would not be paid as agreed; (v) creating false reasons for charging fees to Plaintiffs
17 based upon nonexistent monies owed, then instituting foreclosure proceedings against
18 Plaintiffs based upon nonexistent monies owned, then instituting foreclosure proceedings
19 against Plaintiffs when such fees went unpaid; (vi) issuing wrongful Notices of Default, Notice
20 of Acceleration, or Notice of Foreclosure to Plaintiffs; (vii) by refusing to respond, in any way,
21 to Plaintiffs' communications or to communications made for Plaintiffs by their private and
22 public representatives; (viii) converting Plaintiffs' monies as alleged in great detail below, (ix)
23 secreting such acts of conversion through the massive international network used by
24 defendants to support their Ponzi scheme in violation of law.

25 **A. Ponzi Scheme and Conversion**

1 385. This is the largest scheme in United States history where domestic banking
2 institutions – on an international basis, involving all Defendants herein and their co-
3 conspirators operating together in a common enterprise as set forth below – engaged in an
4 institutional, worldwide scheme to steal, rob and convert the personal property, money and
5 proceeds of such assets of each Plaintiff herein on the dates, in the sums and with the *modus*
6 *operandi* set forth below.

7 386. This *modus operandi* of Defendants herein includes their decade-long and
8 systematic conversion and “Ponzi scheme” approach that damaged millions of borrowers
9 across the United States.

10 **B. Details of Defendants’ Scheme**

11 387. Defendants’ elaborate scheme consisted of – and continues to consist of –
12 numerous business designs, structures and arrangements operated by all Defendants herein.
13 These have included enterprises of each Defendant as set forth below, that dealt in the
14 converted assets of tens of thousands of American homeowners – including the Plaintiffs
15 herein-and secretly transferred them nationally and internationally into a gigantic ongoing
16 “Ponzi scheme”.

17 388. Because of the economic meltdown of 2007 and beyond, this Ponzi scheme has
18 required the creation of more and more shell entities, and other money-raising vehicles used by
19 Defendants herein in order to support the raising of additional money in order to continue to
20 hide the converted assets.

21 389. The entire purpose of Defendants’ Ponzi scheme has been to hide the converted
22 assets of Plaintiffs (and other victims similarly situated) deeply and entirely so that Plaintiffs
23 and other victims become incapable of ever recovering the funds and personally converted
24 from them.

1 390. The assets unlawfully converted and stolen by all Defendants as a part of their
2 conspiracy, as well as instrumentalities used by all Defendants to continue the conversion and
3 secreting of Plaintiffs' assets that are known as of April 9, 2012, included and continue to
4 include the following:

- 5 a. Plaintiffs' money, as set forth below (conversion);
- 6 b. Negotiable instruments improperly negotiated under state and federal law, as set
7 forth below (instrumentality);
- 8 c. Private identity information of certain Plaintiffs, as set forth below (conversion);
- 9 d. Other private information of certain Plaintiffs taken by Defendants in violation the
10 provisions of the United States Constitution, as alleged below (conversion);
- 11 e. Mortgages or deeds of trust transferred secretly in violation of law, as set forth
12 below (instrumentality);
- 13 f. Mortgaged-backed securities used merely to shield and hide the movement of assets
14 converted from Plaintiffs outside of the United States (instrumentality);
- 15 g. Bond or debt securities – which Defendants began calling “hybrid” securities during
16 the pendency of this action – used merely to perpetuate the Ponzi scheme and thus
17 shield and hide the movement of assets converted from Plaintiffs outside of the
18 United States (instrumentality);
- 19 h. Money laundering of proceeds of the above-described activity, as set forth in detail
20 below (conversion and instrumentality);
- 21 i. Conversion and larceny where Defendants, and each of them, intended to and did
22 in fact use Plaintiffs' money and other converted property to perpetuate their Ponzi
23 schemes through the use of thousands of companies internationally – funded with
24 converted monies for the purpose of hiding the trail of conversion and secretion –
25 involving trillions of dollars.

1 391. Without Defendants' theft of Plaintiffs' money and other property – as alleged
2 herein – none of the mortgage, securities, money laundering and/or Ponzi schemes described
3 herein could have been initiated, perpetuated or maintained. The money converted from the
4 Plaintiffs and other consumers nationwide has always been the “fuel” for the schemes alleged
5 herein.

6 392. Included in the scheme as a key instrumentality – but not the fundamental
7 purpose of the scheme – was and is all Defendants' intention to foreclose on the homes of
8 homeowners, including Plaintiffs here, with respect to promissory notes that are each void *ab*
9 *initio* as a result of all Defendants' intentional violation of state and federal laws promulgated
10 to assure complete transparency and compliance with all applicable laws with respect to the
11 appropriate and lawful negotiation and transfer of such negotiable instruments.

12 393. Each Defendant herein is the agent, servant, and co-conspirator of each other
13 Defendant and all Defendants herein operated with their core *modus operandi* to steal and
14 convert the money and valuable personal property of each Plaintiff (and thousands of other
15 victims) and then to transfer that stolen money (and property) to (a) the other Defendants
16 herein, and to (b) other entities in at least 30 foreign countries according to proof.

17 394. In addition, Defendant BofA has admitted the involvement of co-conspirators
18 (a) located in countries without treaties with the United States of America and (b) pursuant to
19 instruments and prospectuses that purport to dissuade (but not expressly prohibit) the
20 involvement of such foreign countries.

21 395. Defendants, and each of them, have operated and continue to operate the largest
22 Ponzi scheme in world history with a plan that – at its inception – was intended to, did in fact
23 and continues to the present day to have as its object the theft and conversion of billions of
24 dollars from millions of homeowners, including Plaintiffs.

1 396. Plaintiffs became caught up in the tangled Ponzi-scheme-web of Defendants
2 innocently under the innocently under the guise of applying for a routine home loan or
3 refinancing of an existing home mortgage loan, and have been trying to recover back their
4 money in the sums alleged herein without success ever since. Because of Defendants'
5 intentional and longstanding secretion of their prior and current unlawful conduct, the trail is
6 growing cold and will ultimately be frozen absent the issuance of immediate injunctive relief
7 as prayed for herein.

8 397. Defendants have failed and refused to return Plaintiffs' money as alleged herein
9 despite (a) Plaintiff's repeated requests, (b) Defendants' promises to return the money and
10 property, on a consistent month-to-month basis, (c) Interventions by federal and state
11 government commanding Defendants to either return the money, or provide a transparent plan
12 identifying systems through which money and property could be identified, located and
13 legitimately returned otherwise accounted for.

14 **C. The historical background of the Ponzi scheme.**

15 398. The foregoing *modus operandi* of all Defendants herein – acting in concert with
16 each other and for the common goal of both stealing Plaintiff's money and then hiding any
17 documentary proof thereof – began in 2003.

18 399. At that time, each Defendant (or their predecessors) adopted a calculated
19 business strategy that transferred ownership of the promissory notes executed by home loan
20 borrowers to persons that were not entitled to receive negotiation thereof under applicable law,
21 and knew it but joined the conspiracy for purposes that amounted to greed. Such conspiracy
22 has continued to the date of filing hereof, but all Defendants with knowledge and malice
23 aforethought.

24 400. Defendant Countrywide and its various affiliates were among the leading
25 providers of mortgages in Nevada during all times relevant to this Complaint. By 2005,

1 Countrywide was the largest U.S. mortgage lender in the United States, originating over \$490
2 billion in mortgage loans in 2005, over \$450 billion in 2006, and over \$408 billion in 2007.

3 401. The other Defendants (or their predecessors in interest, such as WAMU and
4 Wachovia) are the other largest home loan mortgage lenders in the United States, and were all
5 involved in the conspiracy described herein.

6 402. The *modus operandi* of the various Defendants was to use the numerous
7 methodologies set forth in this Complaint to convert money and property from consumers after
8 the origination of their loan. By 2007, this *modus operandi* had evolved into a massive
9 international Ponzi scheme relying upon foreign investor sources to secure and pay off money
10 injected into the systems of the Defendants by prior lending sources and by Defendants' prior
11 theft of borrower money (including Plaintiffs').

12 403. As of the end of 2007, Defendants had no definitive and reliable knowledge
13 regarding which foreign entity or entities in fact "owned" – as that term is defined under
14 Article 3 of the Uniform Commercial Code – any promissory note secured by any deeds of
15 trust or mortgages securing Plaintiff's real properties.

16 404. Consequently, some of the largest offenders – Countrywide, WAMU, and
17 Wachovia – became hopelessly insolvent and was literally forced by federal regulators to
18 commence negotiations with various large bank to effectuate mergers designed to "clean up"
19 these international Ponzi and conversion schemes.

20 405. In 2007, Defendant BofA commenced negotiations to acquire Countrywide. By
21 late 2007, BofA began merging its operations with Countrywide and adopting some of
22 Countrywide's practices.

23 406. WAMU was one of the largest residential mortgage lenders in the United States.
24 However, its predatory lending practices caused it to fail. In September 2008, Chase purchased
25

1 the assets and liabilities of WAMU for approximately \$1.9 billion and began merging it into its
2 operations into Chase by adopting some of its practices.

3 407. In 2008, Wachovia was the fourth-largest bank holding company in the United
4 States. However, Wachovia began to fail due to its lending practices, including those
5 described herein. In December 2008, Wells Fargo acquired the assets of Wachovia in order to
6 prevent it from failing, and spent nearly three years merging its operations into Wells Fargo,
7 including adopting some of its practices.

8 408. All of the Defendants have taken steps to continue the Ponzi scheme described
9 herein. Specifically, they have continued to pool mortgage notes into pools for purposes of
10 selling them as so-called mortgage-backed securities, thereby forever severing the promissory
11 notes from the mortgages that secure them.

12 409. The Defendants have also acted to foreclose upon homes owned by the
13 Plaintiffs and other individuals by collecting payment in full through a device called mortgage
14 default swap ("MDS"), whereby the defaulted mortgage would be replaced with a new one.
15 The original lender had already been paid when it transferred the promissory note, so there was
16 no loss to the lender. These lenders foreclose anyway, meaning that they are being paid more
17 than once for the same loan, leading to windfall profits when they sell the properties that they
18 seize through foreclosure.

19 410. The fraud perpetrated by the Defendants was willful and pervasive. It began
20 with simple greed and then accelerated when the lenders discovered that they could not sustain
21 their business, unless they (a) used their size and large market share to systematically create
22 false and inflated property appraisals throughout the United States and with respect to each
23 Plaintiff herein and (b) used their network of companies to convert money from unsuspecting
24 borrowers in the United States, including Plaintiffs, who had good reason at the time to rely
25 upon these fraudulent appraisals and concealment of their intentional, illegal activities.

1 411. The Defendants then used these false property valuations, their resulting
2 conversion of monies, and their ongoing Ponzi scheme to finance an operation of agents,
3 including all Defendants and other parties, in order to induce the Plaintiffs and other borrowers
4 into signing documents purportedly confirming ever-larger "refinancing" of their existing
5 mortgages, or to execute promissory notes so that the Defendants could later convert more
6 money and property from them.

7 412. The Defendants either knew, or should have known, no later than 2004, that
8 these loans were sustainable for the lenders and the borrowers and to a certainly either knew or
9 should have known that their fraudulent activity would result in a crash that would consume
10 the equity invested by the Plaintiffs and all other borrowers.

11 413. The Defendants either knew, or should have known, no later than 2004, that the
12 foregoing misconduct would result in their ability to convert monies from Plaintiffs (and
13 thousands of other homeowners) subsequent to their pooling of these promissory notes as
14 mortgage-backed securities ("MBS") that would be sold on the open market to various
15 institutional investors for inflated values.

16 414. This system led to the Defendants making multiple sales of the same promissory
17 notes to multiple MBS pools. These multiple sales of the same promissory notes to multiple
18 buyers do not create ownership of such negotiable instrument under Article 3 of the Uniform
19 Commercial Code.

20 415. The plan to pool these loans into MBS offerings grew into a brazen plan to
21 disregard underwriting standards and fraudulently inflate property values – county-by-county,
22 city-by-city, person-by-person -- in order to take business from legitimate mortgage-providers,
23 and developed into a massive securities fraud that depended on the concealment from the
24 deception of the Plaintiffs as to the true nature of these transactions on an unprecedented scale.
25 In this way, the Defendants would be able to convert money from the Plaintiffs without such

1 Plaintiffs having any idea or knowledge of the dirty and unlawful plot at the time it was being
2 implemented.

3 416. As early as 2004, the Defendants either knew or should have known that this
4 scheme would cause a liquidity crisis that would devastate the Plaintiffs' home values and net
5 worth.

6 417. The Defendants did not care, because their plan was based on insider trading –
7 pumping for as long as they could and then dumping before the truth came out and the theft
8 and conversion of money and assets from Plaintiffs as well as the general public were locked
9 in.

10 418. Couched in banking and securities jargon, the deceptive gamble with
11 consumers' primary assets – their homes – was nothing more than a financial theft and
12 concurrent Ponzi scheme perpetrated by Defendants and their co-conspirators on a scale never
13 before seen.

14 419. This scheme led directly to a nationwide mortgage meltdown that was
15 substantially worse than any economic problems facing the rest of the United States, thereby
16 causing the failure of numerous lenders.

17 420. From 2008 to the present, Americans' home values decreased substantially as a
18 direct and proximate result of the Defendants' scheme set forth herein, leaving a large
19 percentage of homeowners "upside down", meaning that they owe more on their home
20 mortgage loans than their homes are worth. In some instances, those homes are so far upside
21 down that it could take a decade or more for the homeowners to regain a positive position with
22 respect to the value of their homes.

23 421. This massive fraudulent scheme was a disaster both foreseen by the Defendants
24 as well as waiting to happen. Defendants knew it, and further knew that the taxpayer money
25 would bail out those lenders deemed too big to fail.

1 422. The lenders involved – Defendants herein – embarked on a plan and scheme to
2 use the good faith of taxpayer money and the country's trust and confidence in the big banks
3 that acquired Countrywide, WAMU, and Wachovia to (a) further hide their nefarious
4 conversion scheme, (b) engage in additional acts of conversion and secreting of the knowledge
5 thereof and (c) use new laws and initiatives as a basis to induce unsuspecting homeowners to
6 fall further victim to their ongoing expansion of the foregoing scheme throughout the world.

7 423. As a result, the Plaintiffs lost money and any ability to actually pay off their
8 promissory notes, their credit ratings and histories were damaged or destroyed, and they also
9 incurred material other costs and expenses, all as described herein.

10 424. At the same time, Defendants converted from Plaintiffs and other borrowers
11 across the country billions of dollars in interest payments and fees and generated billions of
12 dollars in profits by vastly expanding the scheme previously unique to just a few predatory
13 lenders such as Countrywide and now subject to the power of (a) a new, larger and more
14 credible parents, such as BofA, Chase, and Wells Fargo and (b) the influx of new dollars in the
15 form of taxpayer money and increased investment by investors knowledgeable of the Ponzi
16 scheme to such an extent that they were co-conspirators in it.

17 425. The Defendants then began to use their customers' most private information to
18 maximize their illegal gains, ranging from the disclosure of the most private and confidential
19 information of more than 2.4 million customers, to the outsourcing and sale of hundreds of
20 thousands of records to bolster their fraudulent scheme, disenfranchising citizens of their
21 constitutional inalienable right of privacy.

22 426. When the Defendants pooled the loans they originated and sold in MBS
23 secondary mortgage market transactions, those lenders recorded gains on the sales. In 2005,
24 Countrywide reported \$541.6 million in pre-tax earnings from capital market sales; in 2006, it
25 recognized \$553.5 million in pre-tax earnings from that activity.

1 427. However, after the liquidity crisis hit, in 2007 it recognized a mere \$14.9
2 million in pre-tax earnings from that activity and reported an overall pre-tax loss.

3 428. In addition, there is a lot of confusion, even among the mortgage companies, as
4 to the ownership history of many mortgage loans. In the mad rush to convert home mortgages
5 into securities to be bought and sold on Wall Street, investors did not want to spend the time or
6 money necessary to keep track of ownership by filing papers in local recording offices.

7 429. Investors by-passed the traditional systems and replaced them with the MERS
8 system, which is not only inherently unreliable and unverifiable, it also remains outside the
9 public eye.

10 430. As a result, it is no longer possible for most Americans to go to their local
11 courthouse and look at property records to find out who the owner of their mortgage currently
12 is.

13 431. To make matters worse, the Defendants established their concealment network
14 now alleged entity-by-entity in this complaint, and this network has made it impossible to track
15 the negotiation techniques and rights to possession of promissory notes, which are not publicly
16 recordable.

17 432. The illegal and improper acts of the Defendants have continued, including, *inter*
18 *alia*: (i) engaging in the practice of "robo-signing," whereby the lenders used people who had
19 no personal knowledge to sign fraudulent and perjured affidavits that indicated that they had
20 personal knowledge of those matters in an effort to deprive homeowners of their property
21 without due process of law; (ii) refusing to modify loans; and (iii) refusing to entertain short
22 sale opportunities, all with the intention to (a) buy time to further conceal previous conversions
23 and/or (b) convert additional monies from the Plaintiffs in sum according to proof.

24 433. Many of the Plaintiffs were told not to make mortgage payments and/or to sign
25 letters authored by agents of Defendants, exacerbating a desperate financial situation that was

1 either untrue or inflated at Defendants' insistence. This was all done in order to buy time for
2 Defendants to further secret the conversion of funds practiced against the Plaintiffs and to
3 support other conversions of monies that Defendants were bent on practicing.

4 434. Defendants have gone to great lengths to avoid identifying the location of
5 monies and property converted by them from Plaintiffs. The gigantic network of Defendants
6 and their co-conspirators-companies formed in countries such as the Cayman Islands,
7 Luxembourg, Gibraltar and Chile for the purpose of hiding assets and laundering money-has
8 been, and continues to be, used to systematically hide and ultimately destroy the evidence
9 revealing the method of conversion used and the location of the money and personally
10 converted by Defendants.

11 435. By these tactics, systems, and delays, Defendants intent to and are in fact
12 buying time as they (a) accept the benefits of the Ponzi scheme and conversion activities
13 described herein, (b) cover up their historical conversion and Ponzi scheme, and (c) make it
14 materially more expensive and difficult for the Plaintiffs to locate their stolen assets and gain
15 recompense.

16 436. Defendants herein include some of our leading financial institutions –
17 institutions upon which the Plaintiffs thought they could rely, and did in fact rely upon.
18 However, their reliance was misplaced. As is clear from the mounting number of federal and
19 state enforcement actions against Defendants, it is now widely recognized that they have
20 committed numerous illegal acts in the process of operating their mortgage businesses. BofA
21 alone has been sued for trillions of dollars as a result of its involvement in these activities.

22 437. These acts remain ongoing, and continue to threaten the Plaintiffs'
23 constitutional rights and financial security, as well as the economic future of the United State
24 of America.

25 **D. The scheme to convert the funds of the Plaintiffs**

1 438. The Defendants either knew or should have known that the scale of the lending
2 – based on inflated property values, without income verification and in violation of numerous
3 other underwriting guidelines – would lead to widespread declines in property values, thereby
4 placing Plaintiff's and others into *extremis* through which they would lose the equity invested
5 in their homes and have no means of refinancing or selling, other than at a complete loss.

6 439. That is precisely what happened to the Plaintiff's herein after Defendants
7 converted their money and the equity in their homes, but before Plaintiffs could have possibly
8 realized the ultimate purpose of the Defendants' scam.

9 440. While the following quotation, taken from a regulatory report, refers
10 specifically to Countrywide, which was portrayed as a prudent, quality lender, it also applies to
11 the business practices of all Defendants. "But the real Countrywide was very different. We
12 allege it was a company that underwrote loans in a manner that layered risk factor upon risk
13 factor, such as reduced documentation . . . [a]lso concealed from investors were concerns
14 voiced by Countrywide's own Chief Credit Risk Officer, who warned that this 'supermarket'
15 strategy reduced Countrywide's underwriting guidelines to a 'composite of the riskiest
16 products being offered by all of their competitors combined.'"

17 441. The Defendants held themselves out as makers of prime quality mortgage loans,
18 but instead hid the fact that they, in an effort to increase their respective market shares,
19 engaged in an "unprecedented expansion of its underwriting guidelines from 2005 and into
20 2007." Specifically, the Defendants developed what was referred to as a "supermarket"
21 strategy, where they attempted to offer any product that was or might be offered by any
22 competitor.

23 442. By the end of 2006, Defendants' underwriting guidelines were as wide as they
24 had ever been, and they were writing riskier and riskier loans. Even these expansive
25 underwriting guidelines were not sufficient to support their desired growth, so the lenders

1 wrote an increasing number of loans as “exceptions” that failed to meet their already wide
2 underwriting guidelines even though exception loans had a higher rate of default.

3 443. The covert scheme of the Defendants was, like all such schemes based on
4 deception, ultimately unsustainable. The Defendants relied upon their sales of mortgages into
5 the secondary market through MBS instruments as an important source of revenue and
6 liquidity.

7 444. The Defendants not only covered up the poor quality of their loans and the
8 liquidity crisis they created, they intentionally misrepresented to the public, in statements and
9 in public filings, the nature of those loans in an effort to further defraud the public into
10 continuing to borrow money and put their assets at risk.

11 445. The Defendants’ scheme eventually collapsed under its own weight,
12 precipitating an economic crisis of unprecedented proportions.

13 446. As defaults on these poorly underwritten loans increased, Defendants used the
14 opportunity presented by the rising number of defaults to increase their fees and further convert
15 other funds from Plaintiffs and other borrowers.

16 447. To add insult to injury, as the number of defaults rapidly rose, the Defendants
17 added unreasonable additional fees to the mortgages of homeowners who were desperately
18 trying to save their homes, thereby boosting their profits at the expense of those who could
19 least afford to bear that burden.

20 448. Defendants did the foregoing with the intent to convert funds from the Plaintiffs
21 and other members of the public. The Plaintiffs did not know the massive scheme that the
22 Defendants had devised and never knew until it was far too late to prevent the massive network
23 being used across the globe to hide the trail of converted money and property.

24 449. As a proximate and foreseeable result of the Defendants’ sale of the promissory
25 notes pertaining to the properties of the Plaintiffs and others similarly situated for more than

1 the actual value of such instruments, the MBS securitization pools lacked the cash flow
2 necessary to maintain them in accordance with the terms of their indentures. The unraveling of
3 Defendants' scheme has materially depressed the price of real estate throughout the country,
4 including the real estate owned by the Plaintiffs, resulting in the losses to the Plaintiffs
5 described herein.

6 450. The Defendants have made use of wholly or partially owned foreign companies
7 in an effort to continue to hide and to misrepresent the ownership of the promissory notes
8 executed by the borrowers, including the Plaintiffs, who borrowed funds from them.

9 451. BofA, Chase, and Wells Fargo have ratified the bad acts of WAMU,
10 Countrywide, and Wachovia, by intentionally making use of foreign companies to frustrate the
11 Plaintiffs and other borrowers seeking information about their lost money, mortgages and loan
12 modifications.

13 **FIRST CAUSE OF ACTION**

14 **Conversion**

15 452. All of the above Paragraphs of this Complaint are hereby incorporated by
16 reference as though fully set forth herein.

17 453. All Defendants have demanded and received payments from the Plaintiffs based
18 upon the claim of these Defendants that such monies are owned on the loans and promissory
19 notes at issue herein.

20 454. These Defendants have further demanded and received from Plaintiffs
21 payments, imbursements for late charges, penalty fees, and trial loan modification payments.

22 455. In truth, on information and belief, these Defendants had and have no legal right
23 to be demanding such payments from the Plaintiffs for any loans or promissory notes or loan
24

1 modification at issue herein because these Defendants are not holders or owners of the
2 promissory notes in question and they no longer know who is.

3 456. Further, Defendants are not the authorized representative or agent for the
4 holders or owners of the promissory notes in question.

5 457. In truth, the monies collected from the Plaintiffs by these Defendants was not
6 credited for the benefit of the individual Plaintiffs involved, in that it was not used to pay down
7 that Plaintiff's (or any Plaintiff's) principal and/or interest purportedly due on his or her
8 promissory note.

9 458. Thus, in taking monies from Plaintiffs as describe above, these Defendants are
10 liable to Plaintiffs herein for conversion, i.e., the act of dominion wrongfully exerted over
11 another person's personal property.

12 459. These claims of conversion are based upon the facts that a) each Plaintiff had
13 ownership and the right to possession of the monies taken from him by these Defendants as
14 described above; b) these Defendants acted wrongfully by receiving such money under the
15 guise that the Defendants were entitled to the money, when in fact they were and are not entitle
16 to any such payment; c) no money collected by these Defendants from these Plaintiffs was
17 credited to the benefit of the individual Plaintiff involved for the pay down of any principal or
18 interest purportedly due on that Plaintiff's note; and d) each Plaintiff suffered general and
19 special damages, including loss of the money that was taken from them by these Defendants
20 through this subterfuge, according to proof.

21 460. These Defendants also committed conversion as against each Plaintiff by
22 converting equity that previously existed in each Plaintiff's home – in sums according to proof
23 – by surcharging against that equity various false “reserves” in the form of “insurance” or “tax”
24 or “general” reserve imbursements, which were then recorded as debts against the property of
25 the individual Plaintiff involved.

1 461. Just as banks are liable to a customer and must credit his account for conversion
2 when banks pay on a forged endorsement of a commercial instrument, so too are these
3 Defendants liable for these false surcharges improperly charged against a Plaintiff's account.

4 462. As a direct and proximate result of the conversion committed by the
5 Defendants, each Plaintiff suffered general and special damages according to proof.

6 463. Each Plaintiff is further entitled to restitution of those amounts wrongfully
7 converted from him or her.

8 464. These Defendants willfully committed the wrongdoing against each Plaintiff as
9 described herein and knowingly chose to deceive him or her in the above described manner.
10 Thus, the acts of these Defendants were malicious and performed with a callous disregard for
11 Plaintiff's legal rights. Plaintiffs are therefore entitled to punitive damages. Plaintiffs are
12 further entitled to attorney fees under whatever contract or statute applies.

13 465. All Defendants have converted and stolen – in the manner, using the means of
14 interstate commerce as set forth herein – the sum of at least between \$40,000.00 and
15 \$60,000.00, from each Plaintiff herein.

16 466. In no event has any Plaintiff herein suffered damages greater than \$75,000.00
17

18 **SECOND CAUSE OF ACTION**

19 **Conspiracy to Commit Conversion**

20 467. All of the above Paragraphs of this Complaint are hereby incorporated by
21 reference as though fully set forth herein.

22 468. Plaintiffs allege that each of the wrongful acts or omissions described in the
23 First Cause of Action for Conversion above was either performed by each Defendant herein,
24 named or unnamed, or ratified and adopted by each Defendant after its occurrence.
25

1 475. The Defendants intentionally misrepresented to the Plaintiffs and to the
2 consuming public in general their intentions regarding the reasonableness and appropriateness
3 of their underwriting procedures in making mortgage loans to the Plaintiffs, and also materially
4 misrepresented to the consuming public that they were not making quality loans when they told
5 the consuming public that they were only making quality, prime home loans.

6 476. The Defendants intentionally misrepresented to the public at large the status of
7 their liquidity and the quality of the loans that they were making.

8 477. Those Defendants further intentionally misrepresented to the Plaintiffs that they
9 would not use or otherwise impose unreasonable or unfair charges against the Plaintiffs and the
10 rest of the consuming public, but they failed to do so.

11 478. The campaign, misinformation and partial information described in this Cause
12 of Action as well as in the rest of this Complaint were intended to be repeated and also to be
13 broadly disseminated through the media, analyst reports and individual communications, and it
14 was.

15 479. It was intended to become part of the well-understood "givens" among
16 homeowners and prospective homeowners seeking mortgages, and it did so become part of the
17 lexicon of homeownership and mortgage choices.

18 480. These Plaintiffs relied upon the misrepresentations and entered into mortgages
19 with the Defendants.

20 481. All of said intentional misrepresentations and omissions were made by the
21 Defendants with the intent to induce the consuming public, including the Plaintiffs, to enter
22 into mortgage loan transactions that would deprive them of the equity in their homes.

23 482. By reason of the prominence of the Defendants and their campaign of deception
24 as to their business plans and the relationship of trust developed between each of the
25

1 Defendants and the Plaintiffs, Plaintiffs were justified in relying upon Defendants'
2 representations.

3 483. At all times pertinent, the Plaintiffs in fact reasonably relied upon the
4 representations made by the Defendants that they would use reasonable and rational
5 underwriting guidelines in making mortgage loans to the consuming public and entered into
6 mortgage loan contracts with the Defendants, all to their injury and detriment.

7 484. In fact, the appraisals were inflated. The Defendants did not utilize appropriate
8 underwriting processes. The financial condition of the various Defendants was not sound, but
9 rather was a house of cards ready to collapse. Further, Plaintiffs' mortgages were not
10 refinanced with fixed rate mortgages as they were told they would be, and the Defendants
11 never intended that they would be.

12 485. As a result of Defendants' scheme described herein, these Plaintiffs could not
13 afford their adjustable rate mortgages when their variable rate features and/or balloon
14 payments kicked in.

15 486. Further, and as a result of the nefarious scheme of the Defendants, the Plaintiffs
16 could not refinance or sell their residences without suffering a loss of their equity investments.

17 487. As a result of the foregoing acts of conversion and fraud, the Plaintiffs have lost
18 all or a substantial portion of the equity invested in their houses and suffered reduced credit
19 ratings and increased borrowing costs, among other damages described herein.

20 488. As a result of the Defendants' misconduct alleged above, all negotiable
21 instruments appertaining or relating to Plaintiffs – whether or not an original or any copy
22 thereof is held by Defendants or any of their co-conspirators in their money laundering
23 schemes – may be declared to be *void ab initio* as determined by the trier of fact. In the event
24 of such a finding by the trier of fact – that these negotiable instruments are *void ab initio* –
25 leads to a recovery for any Plaintiff, along with all damages awarded herein, of a sum total of

1 more than \$75,000.00. Nothing set forth herein, however, should be construed to infer that
2 Plaintiffs agree to deprive the trier of fact of the right to adjudicate whether negotiable
3 instruments pertaining to them were or were not *void ab initio*, as such a determination will
4 impact the predicate conduct required for an award of punitive damages and may impact other
5 areas of Plaintiffs' case such that they are not required to, and do not, in fact, agree to allow
6 such critical issue to avoid scrutiny by the trier of fact in this case.

7 489. These Plaintiffs are further entitled to punitive damages in order to punish these
8 Defendants for their malicious, oppressive and willful conduct as described.

9 490. Inclusive of all compensatory damages, special damages, attorney fees and
10 punitive damages alleged herein, each Plaintiff has sustained damage in a sum of greater than
11 \$75,000.00

12 **FOURTH CAUSE OF ACTION**

13 **Intentional Misrepresentation**

14 491. All of the above Paragraphs of this Complaint are hereby incorporated by
15 reference as though fully set forth herein.

16 492. In addition to the numerous acts of fraud described above, the Defendants
17 represented to multiple Plaintiffs and to the consuming public in general that the Defendants
18 would assist them in accomplishing a loan modification. As described herein, those
19 representations were false.

20 493. Defendants knew that their representations regarding their willingness to enter
21 into loan modification agreements were false when they made them.

22 494. Because of new laws pertaining to loan modifications combined with the
23 insistence of the Defendants that they had a genuine interest in complying therewith and in
24
25

1 keeping borrowers in their homes, the Plaintiffs reasonably relied on these materially false
2 misrepresentations made by the Defendants.

3 495. By delaying the Plaintiffs from pursuing their rights and by increasing the costs
4 of the Plaintiffs combined with the continuing erosion of each Plaintiff's credit rating, each
5 Plaintiff's reliance harmed that particular Plaintiff.

6 496. The Plaintiff's reliance on the representations made by the Defendants was a
7 substantial factor in causing harm to them.

8 497. Without limiting the damages as described elsewhere in this Complaint, the
9 damages of the Plaintiffs arising from the matters complained of in this Cause of Action also
10 include the loss of equity in their houses, costs, and expenses related to protecting themselves,
11 reduced credit scores, unavailability of credit, increased costs of credit, reduced availability of
12 goods and services tied to credit ratings, increased costs of those services, as well as fees and
13 costs, including, without limitation, attorney fees and costs.

14 498. The Plaintiffs are entitled to recover general and special damages directly and
15 proximately resulting from the Defendants' intentional deceit and misrepresentations.

16 499. These Plaintiffs are further entitled to punitive damages in order to punish these
17 Defendants for their malicious, oppressive and willful conduct as herein described.

18 500. Inclusive of all compensatory damages, special damages, attorney fees and
19 punitive damages alleged herein, each Plaintiff has sustained damage in sum of greater than
20 \$75,000.00.

21 **FIFTH CAUSE OF ACTION**

22 **Fraudulent Concealment**

23 501. All of the above Paragraphs of this Complaint are hereby incorporated by
24 reference as though fully set forth herein.
25

1 502. Defendants have offered to help the Plaintiffs with obtaining “loan
2 modifications” while concealing from these Plaintiffs the fact that, upon information and
3 belief, these Defendants are not the rightful owners and/or holders of the subject promissory
4 note associated with their mortgages.

5 503. The Defendants have also failed to disclose that they are not the legal
6 representatives or agents of such persons, and they have further failed to disclose that the
7 Defendants’ entire motivation and purpose in doing so has been, and continues to be, the
8 conversion of Plaintiffs’ monies and the taking of their homes in violation of law.

9 504. Thus, these Defendants are legally incapable to be able to enter into loan
10 modifications with any Plaintiff.

11 505. Despite the fact, the Defendants have had and continue to have a vested interest
12 in “offering loan modifications” to borrowers, including the Plaintiffs, because they can make a
13 profit from continuing to cover up the industry-wide scheme alleged above and to create an
14 environment where they can commit additional acts of fraud and conversion.

15 506. In fraudulently offering loan modifications to Plaintiffs, the Defendants have
16 convinced Plaintiffs that loan modifications will only be given to those borrowers that are
17 delinquent on their loans and/or in default.

18 507. The Defendants have made these statements on an industry-wide basis in order
19 to permit them to continue their scheme of obtaining monies and properties from Plaintiffs
20 wrongfully and in violation of law.

21 508. In reliance upon these materially false representations, and in the belief that they
22 would be able to obtain loan modifications if they followed these false and misleading
23 instructions, Plaintiffs have permitted their loans to go delinquent and/or into default, believing
24 this step to be a requisite of the loan modification process.

1 509. At all times relevant, the Defendants possessed superior knowledge to that of
2 the Plaintiffs, and further had access to material facts that were not accessible to the Plaintiffs
3 regarding their nefarious scheme to induce the Plaintiffs to permit their mortgages to go into
4 default in the hope of obtaining loan modification.

5 510. At all times relevant, Defendants had an affirmative duty to disclose to the
6 Plaintiffs that Defendants had no legal authority to offer loan modifications.

7 511. However, the Defendants have hidden and suppressed the fact that they do not
8 own the subject promissory notes and hence have no legal or contractual authority to offer such
9 loan modifications.

10 512. The Defendants also had an affirmative duty to disclose to the Plaintiffs that
11 Plaintiffs did not have to be in default on their loans in order to qualify for loan modifications.

12 513. Defendants have induced the Plaintiffs into allowing their loans to go into
13 default by telling Plaintiffs it was a requirement for becoming eligible for a loan modification.

14 514. In truth, under applicable law in effect since 2009, a borrower is *not* required to
15 be delinquent and/or in default with his loan in order to be eligible for a loan modification.

16 515. Defendants have only claimed that borrowers must be in default, in violation of
17 law, because Defendants can realize more profit and commit more acts of conversion when a
18 borrower is actually in default, i.e., at least 90 days behind in his loan payment.

19 516. After Defendants profited by their deceit and concealment, they then continued
20 demanding and collecting monies from Plaintiffs, constituting outright conversion.

21 517. The fact that these Plaintiffs did *not* need to be delinquent on their loans and/or
22 in default in order to qualify for loan modifications has been hidden and suppressed from these
23 Plaintiffs by Defendants and continues to be hidden.

1 518. The Defendants should have disclosed these suppressed facts to the Plaintiffs
2 because they were material to the cost-benefit analysis that should have and could have been
3 undertaken by each Plaintiff.

4 519. Had the true facts been disclosed to the Plaintiffs, knowledge of those material
5 facts likely have caused each Plaintiff (a) to act differentially than he or she did while not
6 knowing the facts hidden from him by Defendants, and (b) to protect himself or herself by not
7 preventing his or her funds from being converted by Defendants.

8 520. The Defendants knew these suppressed facts and further knew at the of their
9 suppression, that such suppression and concealment would cause each Plaintiff to act in a way
10 that was injurious to him or hear while at the same time being profitable to Defendants.

11 521. When suppressing and concealing form the Plaintiffs these material facts as
12 herein alleged, Defendants intended to induced each such Plaintiff to alter his or her position to
13 his or her harm.

14 522. Each Plaintiff justifiably and reasonably relied on the fraudulent concealment
15 created by these Defendants in their suppression and concealment of the material facts
16 described above.

17 523. Once a Plaintiff became delinquent in his or her loan Payments, Defendants
18 then acted to ensure that the delinquency became a default under the terms of the loan
19 documents.

20 524. Defendants achieved this by asking each Plaintiff applying for a loan
21 modification to submit the Proper application and paperwork. Once a Plaintiff submitted all
22 documents as requested, the Defendants then claimed to have "lost" the Plaintiff's application
23 package, necessitating the re-submission of such documents by each Plaintiff hoping to quality
24 for a loan modification.

1 525. During this process, Defendants would collect and convert the maximum
2 amount of money from Plaintiffs in sums according to proof.

3 526. This Process of "losing the paperwork" and requiring re submission thereof
4 necessarily ensured that a Plaintiff's one or two-month "delinquency" automatically became a
5 "default" and an event requiring significant payments to Defendants to cure said "default," all
6 of which constituted misappropriation and conversion of funds under law.

7 527. These Defendants regularly dragged out this process for months and months
8 when dealing with Plaintiffs in need of loan modifications. They did so by claiming over and
9 over again to have "lost" the paperwork of the borrower involved.

10 528. Each Plaintiff was directly and proximately harmed by Defendants' Fraudulent
11 concealment of facts described herein.

12 529. Plaintiffs have incurred additional costs and charges and late fees as a result of
13 being told that they needed to be delinquent in their loans in order to obtain a loan
14 modification.

15 530. Plaintiffs have gone into default and even lost their homes through foreclosure
16 as the result of the same fraudulent concealment by Defendants.

17 531. Further, Plaintiffs have had their credit profiles destroyed by allowing their
18 loans to go into default as instructed by Defendants.

19 532. Accordingly, each Plaintiff is entitled to general and special damages according
20 to proof at trial.

21 533. Further, the Defendants acted outrageously and persistently with actual malice
22 in suppressing the facts and circumstances set forth, and they continue to do so. Accordingly,
23 the Plaintiffs are entitled to exemplary and punitive damages in a sum according to proof.

24 534. The Defendants willfully committed the wrongdoing against each Plaintiff as
25 described herein and knowingly chose to deceive him in the above-described manner. Thus, the

1 acts of the Defendants were malicious and performed with a callous disregard for Plaintiffs'
2 legal rights. Plaintiffs are therefore entitled to punitive damages. Plaintiffs are further entitled
3 to attorney fees under whatever contractor or statute applies.

4 535. Inclusive of all compensatory damages, special damages, attorney fees and
5 punitive damages alleged herein, no Plaintiff has sustained damage in a sum greater than
6 \$75,000.00.

7 SIXTH CAUSE OF ACTION

8 Fraudulent Concealment

9
10 536. All of the above Paragraphs of this Complaint are hereby incorporated by
11 reference as through fully set forth herein.

12 537. As set forth in the Fifth Cause of Action, the Defendants used fraud and artifice
13 to lure borrowers into defaulting upon their mortgages by promising them loan modifications
14 when they had no intention of providing such loan modifications.

15 538. Once the Defendants lured a borrower into default, then the Defendants
16 collected upon "credit default swaps" ("CDS'S").

17 539. CDS's been and are used to insure mortgage-backed securities, and investor
18 trading in these two instruments was the cause of the mortgage that occurred in this country.

19 540. A CDS is a form of insurance that is actually a bet *against* the subject loan
20 being paid on time as agreed. CDS's ensure that Defendants can collect on every loan that goes
21 bad by going into default.

22 541. If a borrower default upon a mortgage that was pooled into an MBS, the buyer
23 of the CDS makes a series of payments (the CDS "fee" or "spread") to the seller and, in
24 exchange, receives a payoff if the loan defaults. Thus, the original lender was paid when it sold
25

1 the promissory note executed by the borrower, and the MBS pool was also paid in full by
2 virtue of the CDS payments received.#

3 542. This, then, constitutes the number one reason that the Defendants wanted each
4 Plaintiff to actually default on his or her loan: The Defendants bet against each Plaintiff by
5 buying CDS's on every loan they allegedly service, and then trying to get that loan into default
6 so that the Defendants can collect on this "side bet."

7 543. The fact that the Defendants were motivated to see that each Plaintiff failed to
8 pay their mortgages on time and thus ended up in default so that the Defendants could collect
9 on their CDS side bet has been hidden and suppressed from Plaintiffs by the Defendants.

10 544. The suppressed facts and circumstances described herein should have been
11 disclosed to the Plaintiffs by the Defendants because such facts and circumstances were
12 material in that they were essential to the analysis that should and could have been undertaken
13 by each Plaintiff in determining whether to enter into a loan transaction with the Defendants,
14 and would likely have caused each Plaintiff to act differently than he did while not knowing
15 the facts hidden from him by Defendants.

16 545. These suppressed facts and circumstances were known to the Defendants at the
17 time they were hidden from Plaintiffs.

18 546. Further, the Defendants knew at the time of suppression and concealment that
19 such suppression and concealment would cause each Plaintiff to act in a way that was injurious
20 to him while at the same time being profitable to the Defendants.

21 547. When suppressing and concealing from these Plaintiffs the facts and
22 circumstances herein described, the Defendants intended to induce each Plaintiff to alter his
23 position to his harm.
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1 548. Each Plaintiff justifiably and reasonably relied on the fraudulent concealment
2 created by Defendants in their suppression of the facts and circumstances described in this
3 Cause of Action.

4 549. Defendants' receipt of money from CDS's coupled with their later receipt of
5 money from Plaintiffs means that the Defendants have received a windfall in the form of
6 gaining either ownership of the real property of borrowers, or the value of that real property,
7 and is malicious, outrageous, and entitles Plaintiffs to recover exemplary and punitive damages
8 in a sum according to proof.

9 550. The Defendants knowingly and willfully committed the wrongdoing against
10 each Plaintiff as described herein and knowingly chose to deceive him in the above-described
11 manner. Thus, the acts of Defendants were malicious and performed with a callous disregard
12 for Plaintiffs' legal rights. Plaintiffs are therefore entitled to punitive damages. Plaintiffs are
13 further entitled to attorney fees.

14 551. Inclusive of all compensatory damages, special damages, attorney fees and
15 punitive damages alleged herein, no Plaintiff has sustained damage in a sum greater than
16 \$75,000.00.

17 SEVENTH CAUSE OF ACTION

18 Promissory Estoppel

19 552. All of the above Paragraphs of this Complaint are hereby incorporated by
20 reference as though fully set forth herein.

21 553. Each Plaintiff herein attempted to take steps to save his or her house once it
22 became apparent that Defendants intended to foreclose against them. Some Plaintiffs
23 considered failing bankruptcy as a valid and viable means to save their homes. Other Plaintiffs
24
25

1 investigated other possible ways to avoid losing possession of their homes due to Defendants'
2 wrongful tactics as set forth above.

3 554. In each instance, Defendants promised to Plaintiffs that there was no need to file
4 bankruptcy or pursue other ways to avoid foreclosure because Defendants would forego the
5 foreclosure process and would instead "work with" each Plaintiff to modify the terms of the
6 home loan in question, thereby making it possible for each Plaintiff to make the necessary
7 monthly payments.

8 555. In reliance on the promises made by Defendants not to foreclose and to instead
9 "work with" each Plaintiff, each Plaintiff reasonably decided not to file for bankruptcy or to
10 investigate other possible scenarios to stave off impending foreclosure.

11 556. Instead of cooperating with each Plaintiff and working with them to modify
12 each loan at issue, Defendants instead have proceeded with various levels of conversion and/ or
13 foreclosure proceedings against each Plaintiff herein.

14 557. In reasonable reliance on Defendants' promises not to foreclose, each Plaintiff
15 has suffered direct and proximate damages as a result of Defendants' bad-faith of promises to
16 exceed \$75,000.00. Each Plaintiff is therefore entitled to compensatory damages according to
17 proof within these limitations, in order to make him or her whole.

18 **EIGHTH CAUSE OF ACTION**

19 **Negligent Misrepresentation**

20
21 558. All of the above Paragraphs of this Complaint are hereby incorporated by
22 reference as though fully set forth herein.

23 559. Because the Plaintiffs relied upon the Defendants to guide them through the
24 process of making and later servicing their home mortgage loans, a special relationship exists
25 between the Plaintiff and the Defendants.

1 560. The existence of that special relation imposed upon the Defendants a duty to
2 fully and accurately disclose all pertinent information pertaining to those home loans to the
3 Plaintiffs, including, but not limited to, true and correct information pertaining to the
4 securitization of their notes, the existence of CDS, and the fact that the Defendant lenders had
5 no legal right to foreclose upon their mortgages once the promissory notes became the basis for
6 MBS pools.

7 561. Defendants failed to disclose this material information to the Defendants, or
8 omitted critical elements from the disclosures that were made.

9 562. The Plaintiffs reasonably relied upon the material misrepresentations of the
10 Defendants to their detriment in choosing to proceed with their mortgage loan transactions.

11 563. As a consequence of the negligent misrepresentations made by the Defendant to
12 the Plaintiffs, no Plaintiff herein has suffered damages greater than \$75,000.00.

13 564. Plaintiffs allege that each of the wrongful acts or omissions described in this
14 Cause of Action was performed by each Defendant herein, named or unnamed, or ratified and
15 adopted by each Defendant after its occurrence. Further, those Defendants that did not actively
16 perform the acts or omissions described here did affirmatively aid and abet the other
17 Defendants in the performance of such acts or omissions, before, during or after the fact.

18 565. Finally, each Defendant herein, named or unnamed, did knowingly derived
19 some form of profit or benefit from the acts and omissions described herein. All Defendants
20 agreed to work together in the conspiracy and/or joint enterprise described in this paragraph as
21 that conspiracy is alleged above. Accordingly, each Defendant, named or unnamed, should be
22 held liable for the acts and omissions complained of.

23 **NINTH CAUSE OF ACTION**

24 **Breach of the Covenant of Good Faith and Fair Dealing**

1 566. All of the above Paragraphs of this Complaint are hereby incorporated by
2 reference as though fully set forth herein.

3 567. In each and every mortgage note signed by the Plaintiffs, and in each and every
4 mortgage instrument signed by the Plaintiffs in favor of the Defendants, is implied a covenant
5 of good faith and fair dealing between the parties.

6 568. The implied obligation encompasses any promises which a reasonable person in
7 Plaintiffs' position would be justified in understanding was included in the parties' agreement.

8 569. The Defendants have breached that covenant of good faith and fair dealing by
9 intentionally and/or negligently misrepresenting or omitting to disclose material facts that
10 would have been pertinent to those Plaintiff's decisions to enter into transactions with the
11 Defendants.

12 570. As a consequence of the breaches of the covenant of good faith and fair dealing
13 by the Defendants, the Plaintiffs have been deprived of the right to receive the benefits under
14 those loan agreements, to-wit; they have been stripped of the value and equity in their homes as
15 a consequence.

16 571. Inclusive of all recoverable damages and restitution and costs and attorney fees,
17 each plaintiff has sustained damage restitution in the sum of more than \$75,000.00.

18 572. Plaintiffs allege that each of the wrongful acts or omissions described in this
19 Cause of Action was either performed by each Defendant herein, named or unnamed, or
20 ratified and adopted by each Defendant after its occurrence. Further, those Defendants that did
21 not actively perform the acts or omissions described here did affirmatively aid and abet the
22 other Defendants in the performance of such acts, or omissions, before, during or after the fact.

23 573. Finally, each Defendant herein, named or unnamed, did knowingly derive some
24 form of profit or benefit from the acts and omissions described herein. All Defendants agreed
25 to work together in the conspiracy and/or joint enterprise described in this paragraph in the

1 manner set forth herein. Accordingly, each Defendant, named or unnamed, should be held
2 liable for the acts and omissions complained of.

3 **TENTH CAUSE OF ACTION**

4 **Unjust Enrichment**

5 574. All of the above Paragraphs of this Complaint are hereby incorporated by
6 reference as thought fully forth herein.

7 575. Through their conduct as described herein, all Defendants herein were unjustly
8 enriched at the expense of each Plaintiff and by taking his or her money under false pretenses
9 and by ultimately foreclosing or attempting to foreclose upon the homes of the Plaintiffs
10 without legal authority to do so.

11 576. To permit the Defendants to retain their unjust gains would be against equity
12 and good conscience, and would ratify the illegal actions taken by the Defendant to the
13 detriment of the Plaintiffs.

14 577. Here, in order to avoid the unjust enrichment of the Defendants, each Defendant
15 should be ordered to pay back to each Plaintiff any and all monies unjustly received from him
16 or her. All inclusive, no Plaintiff herein has suffered damages greater than \$75,000.00.

17 578. Plaintiffs allege that each of the wrongful acts or omissions described above
18 was performed by each Defendant herein, named or unnamed, or ratified and adopted by each
19 Defendant after it occurrence. Further, those Defendants that did not actively perform the acts
20 or omissions described here did affirmatively aid and abet the other Defendants in the
21 performance of such acts of omissions, before, during or after the fact.

22 579. Finally, each Defendant herein, named or unnamed, did knowingly derive some
23 form of profit or benefit from the acts and omissions described herein. All Defendants agreed
24 to work together in the conspiracy and/or joint enterprise described in this paragraph in the
25

1 manner set forth above. Accordingly, each Defendant, named or unnamed, should be held
2 liable for the acts and omissions complained of.

3
4 **PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiffs pray for judgment against Defendants, jointly and severally,
6 and each of them as follows and as set forth in each cause of action:

- 7 1. General and special damages according to proof;
- 8 2. Punitive damages according to proof;
- 9 3. Statutory relief under the specific statutes cited above;
- 10 4. Restitution damages according to proof;
- 11 5. Pre- and post-judgment interest; and
- 12 6. Attorney fees as authorized and provided for by statute, contract or otherwise;
- 13 and
- 14 7. On all causes of action, for such other and further relief as this Court may deem
- 15 just and proper so that each Plaintiff shall recover more than \$75,000.00 in total
- 16 monetary damages and that each Plaintiff shall receive a judicial determination
- 17 that his or her mortgage lien(s) at issue herein as alleged to exist by Defendants
- 18 is *ab initio*.
- 19

20
21 Respectfully submitted,

22 OF COUNSEL:

23 /S/PETER NISSON, ESQ

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Appearing in Nevada Jurisdiction Pro Hac Vice

JURY DEMAND

Plaintiffs demand that this matter be tried to a jury as permitted by law.